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The Codicil-making Craze.

IT IS STATED that the late Lord GRIMTHORPE left fourteen codicils to his will. If this is true, we think that he will take high rank, if not the record place, among codicil-making testators. At all events, we do not recall, either among reported cases or in practice, an instance of equal codiciliary prodigality. In *Smith* v. *Cunningham* (1 Addams 448) the testator made seven codicils, and in *In the Goods of De la Saussaye* (L. R. 3 P. & D. 42) an Irish Field-Marshal of Spain made five, but these efforts are puny compared with the gigantic "aggregate of testamentary intentions"—as Lord PENZANCE once expressed it—ascribed to Lord GRIMTHORPE. Perhaps some of our readers can give us instances capping it. The reasons for making a codicil, we imagine, are mainly that a testator thinks he can frame it himself or that its preparation by a lawyer will cost less than the preparation of a new will, and also that he is usually in a desperate hurry to have it prepared. He has quarrelled or become dissatisfied with a legatee or beneficiary, or an executor or trustee under his will, and he cannot rest until he has excluded the offending person from his testamentary dispositions. It is curious to observe how far the object of a codicil nowadays has drifted from the purpose as set forth in early authorities. Mr. STROUD, in his valuable Judicial Dictionary, quotes from *Termes de la Ley* a definition of a codicil as being "an addition or supplement added unto a will or testament after the finishing of it, for the supply of something which the testator had forgotten or to help some defect in the will." Nowadays, the object of a codicil is frequently to put an end to something contained in the will.

Options to Purchase Contained in Leases.

WE DISCUSS elsewhere the judgment of the Court of Appeal in *Woodall* v. *Clifton* (reported elsewhere), but we have been favoured by an eminent correspondent with the following important note as to its practical effect: "The decision of the Court of Appeal in *Woodall* v. *Clifton*," he says, "will upset arrangements of an ordinary character entered into in dealing with building estates, and will, I fear, give rise to much litigation. In the above-mentioned case leases

were granted containing covenants by the lessor giving to the lessees options to purchase. The covenants were not restricted as to perpetuity, and in the court below Mr. Justice WARRINGTON decided, according the expectation of the profession, that they were void on this ground. The decision of the Court of Appeal is that the burden of a covenant of this nature does not run with the reversion—or, in other words, that a person to whom the reversion has been conveyed is not bound to perform the covenant. I do not intend to discuss the merits of this decision, but only to point out some of its effects. Assuming that the covenant is restricted as to perpetuity, let us consider the common case where a lease contains a covenant giving to the lessee, 'his executors, administrators, or assigns,' or 'his heirs or assigns,' an option to purchase. If the owner of the reversion sells it before the option is exercised, the effect of the decision is that the lessee has no remedy against the assign of the reversion; his remedy is against the lessor, and lies in damages only. Again, suppose that the lessor by his will gives his real property to A. and his personal property to B. If the decision is correct, then A. is not bound to perform the covenant, and any damages for breach of contract recovered by the lessee will be payable primarily out of the personal estate—*i.e.*, by B.—while, according to the view that has hitherto prevailed, this is not the case. Having regard to this somewhat startling change in what was generally supposed to be the law, the practical advice I would give to your readers who act for the owners of building estates is to recommend their clients to reconsider their wills."

Somerset House and the Land Registry.

THE ATTEMPT made by the Somerset House officials to induce the Land Registry to exact *ad valorem* reconveyance duty on instruments operating by way of discharge of registered charges, to which Messrs. BOOTH & SMEE called attention in a letter printed in our issue of the 14th of January last (*ante*, p. 183), has had, as appears from their further letter which we print this week, an amusing, but slightly inconsequent, result. It has been settled, as is well known, by *Firth & Sons* v. *Inland Revenue Commissioners* (52 W.R. 622; 1904, 2 K.B. 205), that a receipt for money secured by an equitable mortgage is subject only to a penny stamp as a receipt, and not to an *ad valorem* stamp as a "discharge," notwithstanding that its operation in law is to discharge the mortgage. Inasmuch as there has been no conveyance of the legal estate, nothing more is required to discharge the legal security than evidence of payment—*i.e.*, a receipt for the money secured. In the case of registered charges there is similarly no conveyance of the legal estate, and a receipt with a penny stamp would get rid of the charge but for the necessity of discharging it on the register. To effect this an "instrument of discharge" in form No. 48 of the Land Registry Forms has to be signed by the proprietor of the charge and presented at the registry; but this also does not itself effect the discharge, and is really no more than a statement that the debt has been paid. In other words, it is a receipt and is liable to a 1d. stamp as a receipt. But in the case referred to by our correspondents, the Somerset House officials, while admitting this and placing the adjudication stamp on the instrument accordingly, thought that something further might be exacted by the Land Registry. Hence a message was sent from Somerset House to Lincoln's-inn-fields that, although the adjudicated stamp was 1d., yet the instrument was not to be filed till it bore the *ad valorem* duty as a reconveyance. The message was received and acted on by the Land Registry, and the contention was raised that the instrument was a discharge of a "legal incumbrance," and required an *ad valorem* stamp by virtue of section 83 (7) of the Land Transfer Act, 1875. As a rule these questions will not bear litigation, and for the sequel we refer to Messrs. BOOTH & SMEE's letter which we print elsewhere. Somerset House declined to carry out their own policy and to affix the further stamp, and then the Land Registry, having in the meantime taken the opinion of the Law Officers, said that the penny stamp was, after all, sufficient. The incident is important, since it shews that in all cases where a mortgagee of registered land relies only upon a registered charge without taking a conveyance of the legal estate, the *ad valorem* stamp duty will not be payable when the mortgage is discharged.

Production of Certificates of Shares.

IT IS unfortunate that the decision of the Court of Appeal in *Rainford* v. *James Keith & Blackman Co.* (*Limited*), reported elsewhere, reversing the judgment of FARWELL, J. (1905, 1 Ch. 296), did not touch the interesting point upon which that judgment was founded. We stated the facts, so far as they were then reported, in our recent discussion of the case (*ante*, p. 512), and apparently the question was, whether a company incurred any liability to a person who had lent money on the security of the deposit of a share certificate by registering a transfer to a third person, without obtaining a reasonable explanation of the non-production of the certificate. FARWELL, J., held that the company incurred no liability, upon the ground that the usual note indorsed upon certificates—which the certificate in the present case bore — that a transfer could not be registered without production of the certificate, was not a contract with any person who might be the holder of the certificate, but simply a warning to the registered shareholder. This decision is so prejudicial to the value of a share certificate as evidence of title that it would have been very useful to have had it tested by the Court of Appeal. But the case also raised a question of fact upon which it was not reported in the court below, and this question has now been conclusive in the Court of Appeal. CASMEY, the shareholder whose shares had been dealt with twice over—first by deposit of the certificate to one person, the plaintiff, as security for a loan of £100, and then by transfer to another by way of sale for £90—had borrowed £180 from the company, and it was one of the terms of the loan that it should be repaid as to £90 out of the proceeds of sale of the shares. The shares were thus to be dealt with for the benefit of the company, and this took the case out of the ordinary rule that a company is not affected by notice of a trust. The rule applies where the company is simply the keeper of the register of shares; it does not apply where the company itself engages in dealing with the shares, and the company is, as regards such dealing, in the same position as a third party. The reason given for non-production of the certificate—namely, that it was in the possession of a friend—should have led to further inquiry, and the failure to make such inquiry postponed the company to the claim of the holder of the certificate. Hence, to the extent of the £90 received on the sale of the shares by the company, the company was liable to the plaintiff. But this is a decision upon the very special circumstances of the case, and leaves untouched the judgment of FARWELL, J., upon the effect of registration of a transfer without production of the certificate.

Certification of Transfers.

THE DECISION of FARWELL, J., in *Rainford* v. *James Keith & Blackman Co.* (*Limited*) (1905, 1 Ch. 296), above referred to, was that, upon registration of a transfer of shares, it is within the discretion of the directors whether they will require production of the share certificate, and hence they are not liable for any loss which arises in consequence of a transfer to A. being registered while the certificate is held as security by B., notwithstanding that they received an inadequate excuse for non-production of the certificate. A further instance of a company being held exempt from liability for dealings with certificates is afforded by the decision of the Court of Appeal in *Longman* v. *Bath Electric Tramways* (*Limited*) (53 W. R. 480; 1905, 1 Ch. 646). Shares in the defendant company were held by one BENNETT, who in April, 1904, executed a transfer to HOUSELANDER and MADDERS. This was presented to the secretary for "certification," and, the certificate for the shares being then made out, but not yet issued, the transfer was indorsed with a certificate, partly in a printed form, that the certificate had been "forwarded to the company's office." Three days later the secretary by mistake sent the certificate to BENNETT, who used it for the purpose of borrowing money from the plaintiffs, and, as further security, he executed a transfer to them which in May was lodged for registration, while the transfer to HOUSELANDER and MADDERS had been executed by them and registered. The company acknowledged receipt of this second transfer, but subsequently the plaintiffs were informed that the shares had already been transferred by BENNETT, and that consequently the transfer to them could not be recognized. They then brought the action, claiming that the

company had acted negligently in returning the certificate to BENNETT after the certification of the first transfer, and that by this negligence they were estopped from disputing the plaintiffs' title to be registered. But the Court of Appeal, affirming FARWELL, J., have held that there was no duty on the part of the company towards the plaintiffs upon the neglect of which a case of estoppel could be based, and that even if there was such duty, yet the negligence was not the proximate cause of the loss. It is the practice of companies, after certificating a transfer, to retain the certificates until the transfer has been completed. Then the certificates are cancelled and fresh ones issued. But, so far as there is any duty in this respect it is a duty only to the proposed transferee who presents the transfer for certification. There is no duty generally towards all persons who may be desirous of becoming members of the company. And even if there had been a duty to the plaintiffs, yet it is a principle of estoppel by negligence that for damages to be recoverable the negligence must have been the proximate cause of the loss. Here such cause was not the returning of the certificate to BENNETT, but BENNETT'S fraudulent use of it after it had been returned. The case shews, indeed, like *Rainford* v. *James Keith & Blackman Co. (Limited)* (*supra*), that mere possession of a certificate is not a guarantee for the title of the holder. It does not exclude dealings on the register, and it is not safe to take a certificate as security without making sure that the registered title is in order as well.

One Effect of Carrying Contraband of War.

THE JUDGMENT of the Divisional Court in *Austin Friars Steam Shipping Co* v. *Strack*, delivered on the 29th of May, will be read with unusual interest owing to the war between Russia and Japan. By section 158 of the Merchant Shipping Act, 1894, "where the service of a seaman terminates before the date contemplated in the agreement by reason of the wreck or loss of the ship . . . he shall be entitled to wages up to the time of such termination, but not for any longer period." The respondent STRACK, a British seaman, claimed wages alleged to be due to him from the appellants, the owners of the steamship *Cheltenham*. It appeared that he had signed an agreement to serve on board *The Cheltenham* on an ordinary trading voyage to the East and between ports in the East to and at a final port of discharge in the United Kingdom. While the ship was in the East, war was declared between Russia and Japan, and the ship, whilst carrying a cargo of contraband of war, was captured by one of the belligerents and confiscated by a prize court. The master knew that the crew did not know that the ship was carrying contraband. The crew were sent back to London and suffered hardships on the journey from Vladivostock to St. Petersburg. The question to be determined was whether the appellants had committed a breach of contract for which the respondent was entitled to recover damages, and it was argued for the appellants that there was a "loss" of the ship within the meaning of section 158 when she was captured, and, therefore, that the respondent was not entitled to wages after the date of the capture, and that there was no breach of the agreement for which he could claim damages, and that the expression "loss" in the section was distinguished from "wreck," and included anything which happened to remove the vessel from the possession of the owner and to frustrate the adventure. This argument was not accepted by the court, who held that the character of the voyage had been altered because after the outbreak of hostilities the vessel became liable to capture, and that the service had terminated owing to the wilful action of the captain and owners, for after the outbreak of hostilities between Japan and Russia, the captain, acting for and as agent for the owners, undertook a venture materially different from the character of the voyage in regard to which the seaman's contract was made. It was true that the carrying of contraband was not illegal, but the question did not turn upon the legality or illegality of the voyage or its object, but upon whether after its inception the risk and danger were materially altered by any alteration in its conditions for which the owners were responsible. In the result, the court held that the respondent was entitled to recover his wages up to the date of his arrival in London, and also damages for breach of the agreement. This case is another example of the grave inconveniences which often arise from the traffic in articles which are contraband of war.

Payment for Water Rate in Excess of What is Due.

THE DOCTRINE that a payment made with knowledge of the facts cannot be recovered back because made in ignorance of law has been illustrated by several cases of overpayment of water rates. Very soon after the decision of the House of Lords in *Dobbs* v. *The Grand Junction Waterworks Co.*, putting a new construction upon the words "annual value," it was held that a householder who had paid as water rate a sum in excess of what was held to be legal by the final Court of Appeal could not recover back the excess, for it could not be considered to be a compulsory payment. In the case of *Meadows* v. *Grand Junction Waterworks Co.*, which came before the Divisional Court on the 23rd of May, the plaintiff brought an action in the county court to recover water rate overpaid by him during the six years immediately preceding the action. It appeared that under the Grand Junction Waterworks Act, 1856, tenants on the Bishop of London's estate in the parish of Paddington were entitled to a supply of water at a rate 15 per cent. less than the rates chargeable to other consumers under the Act, and the plaintiff paid the higher amount for many years without knowing that his house was on the Bishop of London's estate, there being no mention of it in his lease. The Divisional Court held that this was not, like the previous case, a voluntary payment with knowledge of the facts and simply under a mistake as to the law. The plaintiff made his payment under a mistake of fact, as he had no notice that his house was on the Bishop of London's estate, and was entitled to recover back the money. A payment made under a mistake of fact is, generally speaking, distinguishable from a payment made under a mistake of law, but we have always had some difficulty in understanding why it is just and equitable to retain money paid in excess of what is due in the one case and not in the other. There is the further difficulty that in many cases the line between a mistake of fact and a mistake of law cannot be easily drawn. The unwillingness of our courts to extend the distinction is shewn by the fact that where money has been paid under a mistake of law to an officer of the court, such as a trustee in bankruptcy or a liquidator, the court will, as a rule, order its officer to refund the money so paid.

The Duty of a Coroner.

AN INTERESTING case on the duties of a coroner came before a Divisional Court recently in *Rex* v. *Graham*. A man had died in prison from the effects of an injury to the head received before his admission to the prison. He had been sentenced to imprisonment for assault. According to the facts, as found by the magistrates who convicted him, he had been the aggressor in a quarrel; but in the fight which ensued he had himself received the injury which led to his death. At the inquest, which was held as to the cause of his death, no allegation was made that anyone was guilty of murder or manslaughter, and no inquiry whatever seems to have been made into the details of the quarrel or the manner in which the deceased received the injury. The deputy coroner seems to have been of opinion that no such inquiry was necessary, as the magistrates had already inquired into the case and had exonerated the person who struck the blow from blame and convicted the deceased as the aggressor. Accordingly, a verdict was accepted to the effect that the deceased had died from the effects of an abscess on the brain which was caused by an injury received before admission to prison. Certainly a more futile verdict can hardly be imagined. Here a jury find that a death was caused by an external injury, and then stop short and make no inquiry into the circumstances of the injury. It is not surprising that on the motion of the Attorney-General the court granted a *certiorari* to bring up and quash the verdict, and a *mandamus* to the coroner to hold a fresh inquest. There can be no doubt at all that it is the duty of a coroner to inquire fully into the cause of a death. His inquiries should entirely ignore the proceedings in any other court, and should be absolutely independent of any such proceedings. It is not enough, either, merely to inquire into the cause of death in a medical sense where it is shewn that the death was due to violence. The circumstances of the violence should be most minutely examined. The thoroughness of the inquiry before a coroner in all cases of violence is one of the greatest safeguards of the public, and in such cases no examination can be too minute or too careful.

Contracts with Parish Officers.

The case of *Ellis* v. *Petter and Others*, in which Lawrance, J., has just delivered a considered judgment, is one of a number of cases in which a plaintiff has apparently entered into an agreement to perform services upon a mere speculation that some persons interested would, as a matter of honour, pay the price of his labours, and without the security of a contract under which some person or persons are personally liable. The plaintiffs were a firm of valuers who had been employed by the overseers of the borough of Barnstaple to make a re-assessment of the parishes of Barnstaple and Pilton. Heads of agreement were drawn up, which provided that the overseers were to take such legal steps as might be necessary to bind their successors and to obtain the consent of such higher authorities as might be necessary for the performance of the agreement. The plaintiffs delivered their assessment to the overseers and received payment of part of the amount due for their services; but before the time arrived for the payment of the balance, the term of office of the overseers expired, and they were unable to obtain payment from their successors. Being unable to obtain payment from the overseers in office, they brought their action to recover payment from the overseers with whom the arrangement was originally made, and the question to be determined was whether these overseers were personally liable. The learned judge was of opinion that they were not. They could only be called upon to do everything in their power to make their successors liable, and so far as it appeared they had fulfilled their obligation. The learned judge is reported to have observed that this was a curious state of things. It is, however, a familiar principle that a person who is in a manner compelled to serve an office should not be personally liable for services rendered to him in the execution of his office, and that no action will lie against him if it appears that he is without funds to satisfy the claim. Instances in which a claim is disputed on the ground that there is no personal liability are comparatively rare, and the eagerness to secure a valuable contract induces those who deal with parish officials to shut their eyes to any risk which may attend the transaction.

The Law Relating to the Watering of Gardens.

We should not be surprised to hear that many occupiers of dwelling-houses are wholly ignorant of some of the principal enactments under which water is supplied to them by the different waterworks companies. Gardens, large or small, are still fairly numerous in the suburbs of London, and householders may often be seen at this season of the year engaged in the absorbing and interesting task of watering flowers and plants. But they may easily offend against a law of which perhaps they have no knowledge, and should remember that ignorance of the law is no excuse. In a summons taken out a few days ago by the South Essex Waterworks Co. at Stratford police-court, the defendant was charged, under the Waterworks Clauses Act, 1863, with using water for other than domestic purposes without having made an arrangement with the company permitting him to do so. The law is tolerably clear. By section 12 of the Act, a supply of water for domestic purposes is not to include a supply for watering gardens, and, by section 18, any person who, without being duly authorized, uses water supplied to him for other than domestic purposes is liable to a penalty not exceeding 40s., without prejudice to the right to recover from him the value of the water misused. In the case before the magistrate, the defendant was proved to have watered his garden with a hose-pipe, the end of which led to the scullery, according to a practice with which many persons are familiar. He had, however, a defence which may not be available to some of those who water their gardens—namely, that he was rated for a bath, and that he was in the habit of passing the waste water from the bath through the hose for the purpose of watering his garden. The justices felt themselves bound to accept this defence, and dismissed the summons, but the case may be useful to those who are not conversant with this interesting branch of the statute law.

Acts of State.

The High Court of Bombay has recently had to consider an action relating to an act of state or sovereignty, and we believe that few examples of such an action are to be found in the English Reports. In *Jehangir M. Cursetji* v. *The Secretary of State for India in Council* (27 Indian Law Reports, Bombay Series, 189) the plaintiff, a deputy collector, who exercised magisterial and revenue functions, sued the Secretary of State in India for defamation. The alleged defamation was contained in a resolution of the Bombay Government, which, after reciting the substance of certain papers which had been laid before the government, stated that, after careful consideration of the facts disclosed in those papers, and of the explanation tendered by the plaintiff, the Governor in Council had "come to the conclusion that the plaintiff had been guilty of misconduct reflecting gravely on his reputation for honesty and trustworthiness." The resolution then set forth the penalties inflicted in respect of the said misconduct. The court held that it had no jurisdiction, and that the suit was not maintainable, upon the ground, amongst others, that the plaintiff was a public officer whose employment was one which could only be given to him by the Sovereign or the agents of the Sovereign, that such public servants hold their offices at the pleasure of the Sovereign and are liable to dismissal at his will and pleasure if the power of dismissal is not limited by statutory provision, and that the power of dismissal includes the power to censure or reprimand an officer by resolution or otherwise. This decision will be generally regarded with approval. Difficulties would certainly arise if a public officer acting under such conditions were held to be responsible, and even assuming that the plaintiff had reason to complain of the manner in which he was treated by his superiors, there was nothing to shew that any complaint made by him would not be considered by the proper authorities.

Purchase of Ground-rents as a Trust Investment.

Our attention has been called by a correspondent, who is good enough to say that he is accustomed to rely upon our accuracy, to an error that occurred in the paragraph under the above heading in our issue of the 27th ult. The paragraph was written upon the decision of the Court of Appeal reversing the decision of Kekewich, J., in *Re Mordan* (1905, 1 Ch. 515). After stating the argument upon which Kekewich, J., held the investment in the purchase of ground-rents to be unauthorized, we pointed out the reason why, on the particular words of the will, this decision was wrong; but we omitted to say that this reason was taken from the judgment of the Court of Appeal, and at the end of the paragraph, by an error, the word "authorized" appeared as "unauthorized." The Court of Appeal in fact held that a power to invest "upon freehold ground-rents" was not equivalent to a power to invest "on the security of freehold ground-rents," especially having regard to other indications in the will. And our concluding sentence was intended to point out that the circumstance of the distinction being taken, and of the purchase of ground-rents being held to be *authorized* in the particular case, confirmed the current opinion that under the ordinary power to invest in real securities such a purchase is not authorized. That this opinion is not universally held appeared from correspondence in our columns two years ago (47 Solicitors' Journal 433), and hence it seemed worth while to call attention to the bearing of *Re Mordan* on the subject.

The Money-lenders Act, 1900.

Attention may be directed to a letter from Mr. Francis A. Stringer on the effect of the Money-lenders Act, 1900, which appeared in the *Times* of the 30th ult. Mr. Stringer states that he has had occasion closely to investigate several money-lenders' cases, and that, while the Act has not been without some good effect on the operations of those who may be styled the aristocracy of usurers—those who lend to reckless and extravagant members of affluent families—it has entirely failed to touch the petty usurers who fatten on the misfortunes of the struggling poor. This he attributes, first, to the fact that relief can only be given by a tribunal before which actions are tried, and hence there is no chance of obtaining it cheaply and expeditiously in chambers; and secondly, because the courts take a mistaken view of the risk really run by usurers. If there is no tangible security, an excessive rate of interest ceases, it is held, to be "harsh and unconscionable," because the usurer

must be compensated for his risk. But it is forgotten that the usurer does not lend to all comers. If he gets no tangible security, he gets very good moral security, and the loan is not granted unless the borrower is in such a position that threats of exposure are practically certain to secure repayment. Mr. STRINGER would regard any rate in excess of 25 per cent. as placing the transaction on the footing of a gambling transaction, and would make the excess irrecoverable at law. At the same time he would retain the jurisdiction under the Money-lenders Act, 1900, in respect of interest on borrowed money not exceeding 25 per cent. per annum, and he would facilitate the application of the Act by conferring upon a judge in chambers jurisdiction to grant relief under it. Any fresh intervention on the part of the Legislature, however, must be regarded as remote. Possibly much of the good that Mr. STRINGER seeks to effect might be attained if the courts took his view of excessive interest.

Options of Purchase Contained in Leases of Land.

IN the case of *Woodall* v. *Clifton* (reported elsewhere) the Court of Appeal have affirmed the decision of Mr. Justice WARRINGTON. He held that a proviso contained in a lease for ninety-nine years, that if the lessee, his heirs or assigns (or in another case, the lessee, his executors, administrators, and assigns), should at any time during the said term become desirous of purchasing the fee simple of the demised premises at a specified price, the lessor, his heirs or assigns, would, on receipt of the purchase-money, execute a conveyance of the same accordingly, could not be specifically enforced at suit of an assign of the lessee against an assign of the lessor. Mr. Justice WARRINGTON based his decision on the ground that the proviso was equivalent to a covenant by the lessor to grant the fee simple of the land to another person at a period which might exceed the limits allowed by the rule against perpetuities; that the proviso created in equity an executory interest in the land demised to arise at a future time, which might occur beyond those limits, and such a limitation was void for remoteness according to the rule laid down in *London and South-Western Railway Co.* v. *Gomm* (20 Ch. D. 562); and that the proviso was not exempted from the operation of this rule by the fact that it was contained in a lease: see *Woodall* v. *Clifton* (53 W. R. 203; W. N. 1904, 205).

The Court of Appeal professed to affirm this decision on the ground that the covenant in question is not one which touches or concerns the land demised, but is a collateral covenant, and is therefore not enforceable against the lessor's assigns as running with the reversion by virtue of the statute 32 Hen. 8, c. 34. It appears, however, that they recognize that the proviso was obnoxious to the rule against perpetuities. Their lordships' judgment commences as follows: "A contract in a lease giving an option of purchase might be good without regard to the provisions of the statute of HENRY VIII., as binding the land in the hands of the heirs or assigns, provided it did not infringe the law as to perpetuities. It would not be the less a binding contract because it was contained in a lease. But in the present case it is clear that the plaintiff cannot succeed on such a ground. Unless the covenant or proviso giving the option of purchase could be said to run with the land by virtue of the provision of the statute, then the plaintiff must fail." Their lordships then expressed the opinion that the covenant was not in reality a covenant concerning the tenancy, or its terms; and they pointed out that it is not like a covenant to renew, which is an agreement for the prolongation of the tenancy, nor like a proviso for the simple determination of the tenancy, which merely accelerates the falling into possession of the lessor's reversion, but that it is concerned with something wholly outside the relation of landlord and tenant. And from this they concluded that the appeal should be dismissed. In other words, they considered that the covenant was purely collateral to the lease. If so, it falls, of course, within the rule laid down in *Gomm's case;* this seems to be implied in the opening sentence of the judgment, where their lordships explain that the option, if limited so as not to infringe the rule against perpetuities, may be good, *as binding the land in the hands of the heirs or assigns*, and that the validity of such an option is, of course, not affected by the circumstance that it is contained in a lease.

It must be confessed, however, that the successive steps of reasoning, by which the conclusion is reached that the appeal must be dismissed, are not expressed in the judgment with the most perfect lucidity. How could it be true that the plaintiff could not succeed unless the lessor's assigns would be liable under the statute of HENRY VIII.? If, as their lordships admit, and as was expressly decided in *Gomm's case*, an option to purchase land creates in equity an interest in the land, and may bind the land in the hands of the heirs or assigns of the man who gave it, the option, when exercised, must be specifically enforceable against all such assigns, who have taken the land either gratuitously, or for value but with notice of the option, or for an equitable estate only with or without notice of the option. It seems clear that the defendants in *Woodall* v. *Clifton* took with notice of the lease, and, therefore, with notice of the option; and that, if the option had been so expressed as to be valid, they would have been bound thereby, irrespective of the provisions of the statute of HENRY VIII. The decision that an option to purchase is a provision collateral to a lease seems to go no further than to remove the statute of HENRY VIII. as a possible ground of the defendants' liability. Admitting this, there seems to be no doubt that they would have been liable to carry out the option if it had been valid, since they purchased with notice of it. We are then driven to inquire, why was the option invalid as against them? To which the only possible answer is, Because it was void for remoteness. It thus appears that the Court of Appeal have impliedly affirmed the grounds of Mr. Justice WARRINGTON's judgment, as well as his decision itself.

The point at issue was one on which text-writers had expressed conflicting opinions: see Marsden's Rule against Perpetuities, 14; 1 Key & Elph. Prec. Conv. 770*n* (4th ed.), 743*n* (*f*) (8th ed.); Prideaux's Prec. Conv. ii. 78*n* (*u*), (16th ed.); 39 SOLICITORS' JOURNAL, 618.

The writer may be allowed to remark that the decision now given is in accordance with the view maintained by him in two articles published in this journal in the year 1898 (42 SOLICITORS' JOURNAL, 628, 650).

The question was mentioned before Mr. Justice WARRINGTON, whether the covenantees could successfully maintain an action for damages for breach of the covenant against the covenantor or his representatives, but on this the learned judge expressed no opinion: see 53 W. R. 204. This question was discussed by the writer in the latter of the articles above mentioned.

To conveyancers the practical result of this decision is that an option to purchase contained in a lease for a term exceeding twenty-one years from the making thereof, and made exerciseable by the lessee, *his executors, administrators, or assigns*, against the lessor, *his heirs or assigns*, must be limited to the lifetime of certain specified persons (usually the late Queen's living descendants) and twenty-one years after the death of the last survivor of them. This is, of course, unnecessary if the option is only given to the lessee personally, or made exerciseable against the lessor personally: see *Stocker* v. *Dean* (16 Beav. 161). The same rule applies to a right of pre-emption.

T. CYPRIAN WILLIAMS.

Owing to the recent death of the treasurer of Gray's-inn (Mr. H. C. Richards, K.C., M.P.) there will be no Grand Day at Gray's-inn in Trinity Term.

Anybody who has watched the proceedings in police-courts, London and provincial, knows, says the *Evening Standard*, how frequently the defendant, on being fined, appeals to the magistrate for "time to pay." Whether he gets it or not depends on the occupants of the bench. In the larger cities and towns his appeal stands more chance of success than in the smaller, the justices being generally more business-like and considerate. But it is none too soon for such action to be taken as that which the Home Secretary has just announced. A circular has been addressed to all the police-courts in the country recommending the magistrates to give suitable facilities to all whom they fine to procure the money before committing them to prison. In nine cases out of ten a regulation permitting time—say seven days—would be more effectual, and would not be abused; but in the tenth case it might be made a pretext for escaping the penalty. This consideration prevents the Home Secretary making any more definite arrangement.

A Wife's Costs in Divorce Proceedings.

II.

We discussed last week the construction placed upon section 26 of the Matrimonial Causes Act, 1857, by the Court of Appeal in *Re Wingfield and Blew* (1904, 2 Ch. 665), and the effect which that construction has of depriving the wife's solicitor of his excess of solicitor and client over party and party costs in a case where divorce proceedings are commenced during the currency of a judicial separation. We also noticed that in *Sheppard* v. *Sheppard* (*Times*, 22nd ult.) Barnes, P., declined to allow that the decision in *Re Wingfield and Blew* had made any difference in the practice of the Divorce Division as to ordering the husband to give security for his wife's costs; and a little consideration will shew that *Re Wingfield and Blew* did not touch the practice of the Divorce Division at all. The fact is that, while there has been a general agreement that the husband ought to be liable for the wife's solicitor and client costs, such costs have not been given by the Divorce Division. The Matrimonial Causes Act, 1857, provides, by section 51, that "the court on the hearing of any suit, proceeding, or petition under this Act . . . may make such order as to costs as to such court . . . may seem just." "These words," said Thesiger, L.J., in *Ottaway* v. *Hamilton* (3 C. P. D., p. 402), "seem to confer only the power of giving costs as between party and party, and in many cases the jurisdiction of the court ought to be thus confined, for it has to deal not only with husband and wife, but also with other parties, at least where the husband is the petitioner." It is quite possible that this gives too narrow a construction to section 51. But the Divorce Division has been content to limit the liability of the husband in this way, and hitherto no inconvenience has been felt, because the common law courts stepped in to remedy the defect, and the excess of solicitor and client costs over the costs allowed on taxation under a judgment of the Divorce Division could be recovered in a common law action.

We are not sufficiently acquainted with the practice in the Divorce Division to speak with complete confidence, but we assume that this principle of party and party taxation applies in the taxations preliminary to trial and also in the estimate of the wife's costs of trial upon which the amount of the husband's security is based, though it may be that the rules of taxation are interpreted liberally. It is to be noticed that the practice of requiring the husband to give security is not based upon the theory of a retainer of the wife's solicitor by her as agent for her husband. It is an application of the principle that the husband, if the wife has no means, is bound to put her in a position to carry on the litigation, and it is justified by the consideration that the court has power to award costs in the wife's favour even though she is unsuccessful. Since the court has this power, it requires the husband to find the costs beforehand or to give security—that is, in practice he has to pay the preliminary taxed costs up to the hearing and to give security for the costs of the hearing. It may be that at the hearing the wife will not be allowed costs, and then, although apparently costs actually paid are not repayable, yet the security for further costs cannot be enforced: *Russell* v. *Russell* (1892, P. 152). But, unless the wife has separate estate of her own properly applicable to the purpose, this is unusual, and the wife, whether successful or not, is allowed the costs of proceedings reasonably instituted or defended by her. "It is plain," said Sir James Hannen in *Flower* v. *Flower* (3 P. & D., p. 133), "that the court is not absolutely bound to give the wife her costs, but it would only be justified in refusing them in cases where it appeared that the attorney had done something wrong, or that he had instituted proceedings without reasonable ground—that is, where he had the means of seeing before instituting the suit that it was one which ought not to be instituted." And he concluded his judgment: "There having been a fair ground for litigation in the present case, I shall not deprive the attorney of the security to which he had a right to look for his remuneration, and the wife's costs will be allowed up to the amount for which security was given." The limitation implied in these last words was in accordance with the then accepted rule of the court, but it was rejected by the Court of Appeal in *Robertson* v. *Robertson* (6 P. D. 119)—to which Sir James Hannen referred with evident displeasure in *Smith* v. *Smith* (7 P. D. 84)—and it was there held that the costs of the wife payable by the husband, even where a divorce has been granted by reason of the wife's misconduct, are not limited to the amount paid into court or secured by the husband. The words in which Jessel, M.R., enunciated the principle that the wife's solicitor is entitled to look to the husband for payment are noteworthy: "It is not the solicitor's fault if the wife is wrong. If he himself conducts the litigation properly, if he fairly investigates the charges and sees a reasonable foundation for a defence, he is not to lose his costs and the fair remuneration for his labour because he is not successful. No solicitor would engage in the practice of the profession on the terms of not getting paid whenever he was unsuccessful; and, therefore, unless he himself has been guilty of misconduct, there is no reason for depriving him of his costs. It appears to me, therefore, that where the defence is fairly and reasonably conducted, the solicitor ought to be paid in full his costs—that is, his costs properly incurred."

From these words it might be inferred that the wife's solicitor would be allowed his solicitor and client costs against the husband in the Divorce Division, and indeed it was said in *Robertson* v. *Robertson* in argument that the wife's taxed costs which were there claimed, and which were allowed, were solicitor and client costs. But this is not reconcileable with other cases, or, we believe, with the practice on taxation of the wife's costs, and, so far as the Divorce Division is concerned, the husband's liability is satisfied as soon as he has paid his wife's party and party costs. But this does not meet the necessity of the case, and, as has been already pointed out, the protection of the solicitor is completed by allowing him to bring a common law action against the husband for the excess costs. "So soon," said Thesiger, L.J., in his judgment in *Ottaway* v. *Hamilton*, from which we have already quoted, "as it is ascertained that upon a suit in the Divorce Division costs are given merely as between party and party, it seems to follow that, after giving credit for the sums recovered upon taxation, the solicitor for the wife, who is entitled as against her to costs as between solicitor and client, can recover from the husband all the costs which have been reasonably incurred with respect to the suit."

These words were spoken in 1878, and Thesiger, L.J., certainly had no idea that the Legislature had some twenty years previously abolished this right in cases where a judicial separation had preceded the petition for divorce. For the common law obligation of the husband to pay the solicitor and client costs is based upon the technical doctrine that the solicitor's services are a "necessary," and that consequently the wife is entitled to pledge her husband's credit. But section 26 of the Matrimonial Causes Act, 1857, cuts away the doctrine of liability for necessaries in cases of judicial separation, and cuts away at the same time—as the Court of Appeal have held in *Re Wingfield and Blew* (*supra*)—the liability of the husband for his wife's excess costs. We have already, in our previous article, shewn how this result appears to follow from the section, and in *Sheppard* v. *Sheppard* Barnes, P., admitted that the language of the section was very strongly worded, though he intimated that the proviso in the section had not been brought to the notice of the Court of Appeal. But this is hardly correct, inasmuch as both Romer and Cozens-Hardy, L.JJ., expressly referred to the proviso in their judgments.

In considering the probability of the decision in *Re Wingfield and Blew* being overruled, it is to be remembered that it is not in any way based upon the practice of the Divorce Division, or upon the statutory power of that division to award costs. The case was a summons to review taxation. The husband's second divorce petition, which was commenced after the judicial separation, was dismissed with costs, and these had been taxed as between party and party and paid by the husband. No objection appears to have been taken to this mode of taxation, and, indeed, it was not then considered necessary, inasmuch as the wife's solicitors could, according to the received practice, recover the excess costs against the husband on his common law

liability. An order for taxation of these excess costs was obtained, and it was based upon the allegation that the solicitors had been employed by the husband by his agent the wife. Thus the solicitors purported to claim in respect of a contract made by the wife, and, so far as related to the second divorce petition, the contract was subsequent to the judicial separation. It was the liability under this part of the contract which was held by the Court of Appeal to be excluded by section 26, and, as we have already observed, it is very difficult to avoid the express bar of the early part of the section. It is possible that, if the question was submitted to the House of Lords, a different result would be arrived at. It might be held that the juxtaposition of "alimony" and "necessaries" in the proviso shews that "necessaries" was used only for such things supplied to the wife as alimony is intended to cover, and that the section does not touch costs at all, either in the first part or in the proviso. But it is very difficult to place costs for this purpose on a special footing. The liability for excess costs not allowed in the Probate Division is a common law liability, based solely upon the doctrine of agency and upon a contract made by the wife as agent for her husband, and the section bars the husband's liability on any such contract, save in the particular case mentioned in the proviso—namely, where alimony is ordered and is not paid.

The remedy, if any, seems to lie in an alteration of the practice of the Divorce Division as to taxation of costs. As we have seen, it has been said that such taxation must be between party and party, but this is by no means clear. The High Court certainly has power to give solicitor and client costs in matters of equitable jurisdiction (*Andrews* v. *Barnes*, 39 Ch. D. 133), and the power does not seem to be thus limited. Solicitor and client costs, for instance, are frequently given in cases of contempt of court. When, as in *Re Wingfield and Blew*, the taxation has already been between party and party there is no remedy. But in any future case, if by reason of a judicial separation it is foreseen that excess costs cannot be recovered outside the divorce proceedings, it may be suggested that an attempt should be made to obtain an order for taxation of the wife's costs as between solicitor and client. It might be possible in this way to avoid the unforeseen effect of section 26.

Reviews.

Medical Jurisprudence.

THE PRINCIPLES AND PRACTICE OF MEDICAL JURISPRUDENCE. By the late ALFRED SWAINE TAYLOR, M.D., F.R.S. FIFTH EDITION, EDITED, REVISED, AND BROUGHT UP TO DATE. By FRED J. SMITH, M.A., M.D. (Oxon.), &c., Medical Referee to the Home Office. J. & A. Churchill.

This is the standard work on medical jurisprudence—a work of the very highest value to the two professions of Law and Medicine, and (in the cause of justice) to the public of the whole Empire and of the United States. It is a veritable storehouse of valuable information collected from all over the world. A striking feature of the book is its extreme simplicity. The ordinary lawyer, quite devoid of any medical training, can follow almost every page of it without difficulty. And as for accuracy and general reliability, these have been tried and well tested for many years. Eleven years have passed since the fourth edition was published. During that time scientific opinions have changed, many cases have been tried which concern the subject-matter of the book, and several Acts of importance have been passed, notably the Criminal Evidence Act, 1898, and the Workmen's Compensation Act, 1897. Decisions of the last-mentioned Act supply much fresh material for the discussion of the interesting question, What is an accident? It is, no doubt, a formidable task to have to bring a book like this up to date, but the new editor has fulfilled that task with conspicuous ability and success. He has omitted from this edition most of the woodcuts which found a place in previous editions; but we do not think the omission has materially lessened the value of the work, and more space is thereby provided for adding new matter without unduly increasing the bulk. Identification by finger-prints has attracted so much attention of late years that we should have expected to have found the subject treated of at some length. There is a short note upon it, but a more detailed explanation, and some opinion as to the reliability of the method, would have been much appreciated. Changes have been made in the arrangement of the book, but we cannot say that it suffers in any way therefrom, and are quite content to accept the explanation of the editor that the results of recent scientific activity have made them necessary. We do not think that the great reputation which this work has earned will suffer in the smallest degree at the hands of its new editor.

Evidence.

EVIDENCE IN BRIEF: A CLEAR AND CONCISE STATEMENT OF THE PRINCIPLES OF EVIDENCE. By V. DEVEREUX KNOWLES, Barrister-at-Law. Effingham Wilson.

There are many books on the law of evidence, but there is room for this little one. Most of the existing books on the subject are either works of considerable size, or else works which are very difficult reading for anyone but a trained lawyer. Here we have a short, simple, and accurate statement of the leading principles, which ought to be of great use to students, especially to those reading for the bar examination.

Books of the Week.

The Land Transfer Acts, 1875 and 1897, with a Commentary on the Sections of the Acts, and Introductory Chapters Explanatory of the Acts, and the Conveyancing Practice Thereunder; also the Land Registry Rules, Forms, and Fee Order, Orders in Council for Compulsory Registration, &c. Together with Forms of Precedents and Model Registers, &c. By C. FORTESCUE BRICKDALE, Registrar at the Land Registry, and WILLIAM ROBERT SHELDON, Barristers-at-Law. Second Edition. By C. FORTESCUE BRICKDALE. Stevens & Sons (Limited).

The Indian Contract Act, with a Commentary, Critical and Explanatory. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, assisted by DINSHAH FARDUNGI MULLA, M.A., LL.B., Attorney-at Law, Bombay. Sweet & Maxwell (Limited).

Lectures on the Relation Between Law and Public Opinion in England during the Nineteenth Century. By A. V. DICEY, K.C., B.C.L. Macmillan & Co. (Limited).

The Law and Practice as to Receivers Appointed by the High Court of Justice, or Out of Court. By the late WILLIAM WILLIAMSON KERR, M.A., Barrister-at-Law. Fifth Edition. By WILLIAM DONALDSON RAWLINS, K.C. Sweet & Maxwell (Limited).

Correspondence.

Somerset House and Land Registry.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 14th of January last you inserted a letter from us dealing with the question of stamp duty on a registered charge being vacated, where the charge has not been accompanied by a conveyance of the legal estate, and you were good enough to comment upon our letter in "Current Topics," indorsing the view we took of the matter.

You may remember that the Land Registry contended that such a discharge should be stamped with *ad valorem* reconveyance duty. We took it to Somerset House and it was adjudicated as sufficiently stamped with one penny as a receipt, but the Inland Revenue Commissioners took the extraordinary course of sending a message to the Land Registry on the subject, and the registrar refused to accept the discharge unless the same duty was paid as would have been payable on a reconveyance of the legal estate. We pointed out at the time the extraordinary results which would ensue if such a contention was right.

As the amount of duty involved was only 4s., and our client was not disposed to indulge in the luxury of obtaining a decision on such an abstract question at her own expense, we had no alternative but to submit to the registrar's requirements and we accordingly recently presented the document at Somerset House for stamping, and as the sequel is somewhat extraordinary, we think your readers may be interested and amused to hear the result. The Inland Revenue declined to stamp the document, as they said it had already been adjudicated at one penny. We pointed out to them that they were going back on their previous view, but they replied that they had already given their decision and declined to alter it.

We then went back to the Land Registry and informed them of the position, and we were told, to our astonishment, that since we had raised the question the officials had had considerable doubt as to what was the proper duty on such a discharge, and they had therefore laid a case before the Law Officers of the Crown for their opinion, and that if we liked to wait we should hear their decision. In due course we heard from the registrar that they were prepared to accept the discharge stamped with the duty which we had all along contended was correct, viz., "one penny."

It appears, therefore, that consistency is not one of the virtues which is expected in public departments such as the Inland Revenue and the Land Registry.

As the matter has attracted considerable public attention, we asked that we might see or have a copy of the Law Officers' opinion, but the registrar replied that it was not usual to allow the public to see confidential documents of this nature. It is evident, however, that the Law Officers confirmed the view which we have all along contended for, and which you were good enough to indorse. BOOTH & SMEE.

Norfolk House, Norfolk-street, Victoria-embankment, London, W.C., June 1.

[See observations under head of "Current Topics."—ED *S.J.*]

Trusts for Spendthrift and Family.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can any reader suggest a more effective set of trusts than the following? The trustees can control the vesting of capital and income and, except under appointment by them, no interests are created for the intended life tenant or his children on which money can be raised.

"In trust for all or any one or more, exclusively of the other or others, of my children, or all or any one or more of their husbands or wives or husband or wife or children or child or remoter issue (whether born or to be born) of my children or any of them (such unborn issue to be born in the lifetime of my children or some or one of them), or all or any one or more, exclusively of the other or others, of my children and their respective husbands, wives and children or remoter issue (such unborn issue to be born, &c., *as above*), or any of them, for such estate or interest, estates or interests, subject to such trust for the accumulation of the annual income of the trust premises upon such conditions with such restrictions and in such manner as my trustees shall, at any time or times or from time to time during the life of my son B., and (if he shall leave any issue living at his death) during such further period, not exceeding twenty years from the death of the said B., as any such issue shall be living, by deed revocable or irrevocable appoint.

"And in default of and until and subject to such appointment, in trust that my trustees shall from time to time during the life of the said B. pay and apply the income of the trust premises in such manner as they shall think fit for the maintenance and support of all and every or any one or more, exclusively of the other or others, of the said B and any wife or child or children or remoter issue of the said B. for the time being living.

"And after the death of the said B. (but subject and without prejudice to any appointment to be made in exercise of the said powers) the said trust premises shall be held in trust for [*B.'s children at twenty-one or daughters at twenty-one or marriage in usual form*] But if there should be no child of the said B. in whom the said trust premises shall vest absolutely under the trusts aforesaid, then (subject and without prejudice to the trusts and powers aforesaid and to any exercise of such powers) the said trust premises shall sink into my residuary personal estate.

"And after the death of the said B, and whilst any child or children of his who under or by virtue of the trusts aforesaid may for the time being be immediately entitled either presumptively, in expectancy or otherwise to the said trust premises shall, being male, be under the age of twenty-one years and, being female, be under that age and unmarried, I authorize my trustees to apply, *for maintenance, &c.*, the annual income of the said trust premises to which such child or children may be so entitled, *and to raise for advancement, &c.*, not exceeding one-half of the portion to which such child may for the time being be so entitled as aforesaid."

B.

Re Partnership Assurance.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your article on the above subject, I think the question of insurable interest is of such great importance in this matter that I ought to say that Mr. Fitzgerald's opinion was distinctly given in his professional capacity. I had not had the honour of meeting him until I consulted him in that capacity. If your able critique in last week's issue succeeds in interesting solicitors in the subject it will be, I am certain, a great advantage to their clients who are partners, for the business will be submitted to us by experts, and the interest of the partners will in future be properly secured. When a solicitor draws a partnership deed he can, in consultation with any insurance official, protect his client simply and efficiently against loss or a serious inconvenience on a partner's death, or loss to his dependents on his own death, and it seems to me a matter which calls for the intervention of solicitors quite as much as contingent assurance in connection with a reversionary transaction does

T. P. WANSBROUGH, Secretary.

English and Scottish Law Life Assurance Association.
City Office, 37, Queen Victoria-street, London, E.C., June 7.

We are glad to hear that Mr. Lawson Walton, K.C., M.P., has completely recovered from his serious illness, and expects to resume his Parliamentary and professional duties after the Whitsun holidays.

Cases of the Week.

Court of Appeal.

WOODALL *v.* **CLIFTON.** No. 2. 12th, 15th, and 16th May; 5th June.

LANDLORD AND TENANT—COVENANT RUNNING WITH LAND—OPTION OF PURCHASING FEE SIMPLE—EXECUTORY INTEREST—RULE AGAINST PERPETUITIES.

This was an appeal from the decision of Warrington, J. (reported 53 W. R. 203). The action raised the question whether an option given to a lessee by the lease to purchase the freehold at any time during the term of ninety-nine years at a fixed price was valid, or was void as creating an executory interest in land to arise on a future event which might not happen within the limits of the rule against perpetuities, *i.e.*, within a life in being and twenty-one years afterwards. The material portions of the documents and facts giving rise to this question were shortly as follows: By a lease of July, 1867, some six acres of land at Chislehurst were demised by the then owner to the lessee for a term of ninety-nine years at the yearly rent of £142. This lease contained the following clause: "Provided always and it is hereby agreed and declared that in case the lessee, his heirs or assigns, shall at any time during the said term become desirous of purchasing the fee simple of and in the said lands and premises hereby demised, or any portion thereof not being less than one acre, at and after the rate of £500 per acre, and such further sum for the timber thereon as shall be ascertained by a fair valuation thereof, and upon receipt of the amount of the purchase-money for the same, the lessor, his heirs or assigns, shall and will execute a conveyance or other assurance of the said land and premises with the timber thereon in favour of the lessee, his heirs or assigns, upon the same terms as to title and otherwise as the lessee and other purchasers of portions of the Camden Park estate have hitherto completed their purchases." By a lease of July, 1869, some four other acres of land in Chislehurst and Bromley were demised to the same lessee for a term of ninety-nine years at the yearly rent of £112, with an option to purchase similar in its terms to that contained in the 1867 lease, except that the option was reserved to the lessee, his "executors, administrators, and assigns," instead of to his "heirs and assigns," and that the price per acre was to be £600. The lands and premises comprised in and demised by these two leases are now vested in the plaintiff for the residues now unexpired of the terms thereby granted, and he claimed that as assignee of these terms he was entitled to the benefit of both of the options if the same were valid and subsisting options. Subject to the leases and the options therein contained, the defendants were the owners in fee simple of the lands comprised in the leases. Notices to purchase the whole of the premises demised by the two leases had, in pursuance of the terms of the options, been given by the plaintiff to the defendants, but the defendants, who are trustees, having been advised that the options were invalid as against them, declined to complete the purchase. The plaintiff thereupon commenced the present action against the defendants, and by his writ claimed a declaration that the two options to purchase were valid and subsisting options which have been duly exercised by the plaintiff, and that the plaintiff is entitled to the benefit thereof and to enforce the same against the defendants. Warrington, J., held that the proviso in question did in terms create an estate or executory interest in land which might arise on an event which might occur after the period allowed by the rule against perpetuities; and, if so, it was void as obnoxious to the rule, on the authority of *London and South-Western Railway Co.* v. *Gomm* (30 W. R. 321, 20 Ch. D. 562): also that the circumstance of the covenant being contained in a lease and not in a conveyance, did not make the case an exception to that rule. His lordship accordingly made a declaration that the two options were not valid and subsisting options to purchase which could be enforced against the defendants by way of specific performance. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

ROMER, L.J., delivered the following judgment of the court: A contract in a lease giving an option of purchase might be good, without regard to the provisions of the statute of Henry VIII., as binding the land in the hands of the heirs or assigns, provided it did not infringe the law as to perpetuities. It would not be the less a binding contract because it was contained in a lease. But in the present case it is clear that the plaintiff cannot succeed on such a ground. Unless the covenant or proviso giving the option of purchase could be said to run with the land by virtue of the provision of the statute, then the plaintiff must fail. Now undoubtedly the statute is in its wording very wide, but it has long been held that some limitations must be implied; as, for example, that the statute does not apply to covenants which do not touch or affect the land demised, or to assigns where the covenants relate to things not *in esse*, and "assigns" are not purported to be bound. The question in the present case is whether the statute was intended to cover, or can be construed as covering, such a covenant or provision as we have now to consider, so as to make the liability to perform it run with the reversion. We have come to the conclusion that that question must be answered in the negative. The covenant is one aimed at creating, at a future time, the position of vendor and purchaser of the reversion between the owner and the tenant for the time being. It is in reality not a covenant concerning the tenancy or its terms. Properly regarded, it cannot, in our opinion, be said to directly affect or concern the land, regarded as the subject-matter of the lease, any more than a covenant with the tenant for the sale of the reversion to a stranger to the lease could be said to do so. It is not a provision for the continuance of the term, like a covenant to renew, which has been held to run with the reversion, though the fact that a covenant to renew should be held to run

with the land has by many been considered as an anomaly, which it is too late now to question, though it is difficult to justify. An option to purchase is not a provision for the shortening of the term of the lease, like a notice to determine or a power of re-entry, though the result of the option, if exercised, would or might be to destroy the tenancy. It is, to our minds, concerned with something wholly outside the relations of landlord and tenant with which the statute of Henry VIII. was dealing. And the results of allowing such a provision to come within the purview of the statute, and to be enforced as running with the land, would lead to very anomalous and, to our minds, most undesirable results as to perpetuities, conversion, and otherwise, which this court should not validate unless it is obliged to do so. And we cannot think that the court is so obliged on the true construction and effect of the statute. It is strange that there is no direct authority on the point. There are cases where the option has been exercised by the tenant and accepted by the landlord, and subsidiary questions have had to be decided which naturally would be dealt with on the footing that what had already been done could not or need not be questioned by the court; as, for example, the case of *Re Adams and Kensington Vestry* (32 W. R. 883, 27 Ch. D. 394). But such cases are really of no assistance for the decision of the present case. In our judgment the appeal should be dismissed.—Counsel, *Upjohn*, K.C., *Cave*, K.C., and *Marigold*; *Rowden*, K.C., and *Beaumont*. Solicitors, *Stow, Preston, & Luttelton*; *Fladgate & Co.*

[Reported by J. I. Stirling, Esq., Barrister-at-Law.]

RAINFORD *v.* **JAMES KEITH & BLACKMAN CO. (LIM.).** No. 2. 9th and 10th May; 6th June.

Company—Transfer of Shares—Non-production of Share Certificate upon Transfer—Duty to Inquire as to Non-production—Liability of Company—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 22.

This was the plaintiff's appeal from a judgment of Farwell, J. (1905, 1 Ch. 296), in an action wherein the plaintiff claimed damages from the defendants, who were a company incorporated under the Companies Acts, 1862 to 1886, for refusing to register a transfer of shares to him and for wrongfully registering a transfer of the same shares to a transferee without a production of the certificate therefor and without making any proper inquiry as to the non-production or without having any sufficient reason given for its non-production. It appeared that the plaintiff had lent to a trusted servant of the defendant company certain moneys for which he took as security a transfer of shares in the defendant company with the date not filled in. At the time of the loan the borrower was the registered holder of the shares, and he handed over the certificate of the shares with the transfer to the plaintiff. A short time after the transfer to the plaintiff the borrower executed a transfer of the same shares to a third party, who presented it to the company for registration, and it was registered without the production of the certificate, upon the borrower accounting for its absence by declaring that it was in the possession of a friend of his, but was not held by such friend as a charge against any loan or other consideration. This explanation was satisfactory to the directors of the company, and a fresh certificate was issued to the transferee. Some few months afterwards the plaintiff filled in the date of his transfer and presented it with the certificate for registration, which was refused. It appeared that the borrower had borrowed a sum from the company on the terms that it should be repaid as to £90 out of the proceeds of sale of the shares. It also appeared that the articles of the company provided (*inter alia*) that the company were not to "be bound to regard or see to the execution of any trusts, whether express, implied, or constructive, to which any share may be subject," and that before registration of any transfer the instrument of transfer was to "be left at the office of the company, together with any evidence the company may require to prove the title of the transferor, and the transfer shall thenceforward be kept by the company." The certificate of the shares issued to the borrower had printed at the foot of it a memorandum to the effect that no transfer of the shares mentioned therein could be registered without the production of the certificate. Farwell, J., held that the board of directors of the defendant company acted with complete *bona fides* and believed the transferor's explanation of the absence of the certificate, but that if they did in fact owe a duty to the plaintiff to take reasonable and proper care, they did not in fact discharge it. He gave, however, judgment for the defendant company upon the ground that the note on the certificate was not an invitation to all the world to deal with the certificate on the footing of a contract by the company with the holder for the time being thereof not to allow a transfer to be registered without its production, but that the note was merely a warning addressed to the registered owner of the shares that he should take care of his certificate, because he could not compel the company to register a transfer without its production.

The Court allowed the appeal.

Vaughan Williams, L.J., said: The judgment of Farwell, J., deals principally with points of law arising from the facts stated above, but, in my opinion, the plaintiff had, independently of the questions of law, a good cause of action upon the facts as I understand them. The defendants had received the proceeds of the sale of the shares with such notice and in such circumstances that they ought to treat the proceeds as received to the plaintiff's use, and the defendants had also put it out of their power to exercise their discretion as to whether or not they should register a transfer to the plaintiff based upon an equitable charge of which the defendants had notice. The defendants were not affected with notice of a trust, but the proceeds had been received by them in such circumstances and with such knowledge that *ex æquo et bono* the money must be treated as received to the use of the plaintiff. Of course, if what Farwell, J., had found as a fact were assumed—that the defendant company had received the proceeds *bonâ fide* without knowledge that they were receiving money which the borrower had no right to deal with as against the plaintiff—then they had a right to retain the proceeds: but these facts were not proved. The appeal would therefore be allowed and the defendants ordered to pay to the plaintiff the proceeds of the shares in question, and it would not be necessary to deal with the question as to whether a company could, by the issue of a certificate, incur any obligations except to the person to whom the share certificate was issued.

Romer, L.J., agreed.

Stirling, L.J., agreed, and added that it was also unnecessary to pass upon the question decided by Farwell, J., as to the duties of a board of directors with reference to the registration of transfers.—Counsel, *Gore-Browne*, K.C., and *T. Clarkson*; *Upjohn*, K.C., and *A. C. Clauson*. Solicitors, *C. G. Cudby*, for *Samuel Brown*, Manchester; *Gadsden & Treherne*.

[Reported by Henry Stephen, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **LEADER. COAST** *v.* **MILLER.** Swinfen Eady, J. 1st June.

Will—Charitable Gift to Non-existent Institution—Fund Claimed by Three Similar Institutions—Cy-près Doctrine.

This was the hearing of an adjourned summons to determine the manner in which the proceeds of certain shares bequeathed by the testatrix to "the Church of England Protestant Association" were to be dealt with. By her will, dated the 22nd of April, 1902, Maria Leader bequeathed to her trustees her shares in the Gas Light and Coke Co. upon trust to pay the dividends to Alfred Leader for life, and after his death to sell the shares and to pay and apply the proceeds "to and for the benefit of the Church of England Protestant Association." The testatrix further devised and bequeathed the proceeds of the net residue of her property to her trustees, upon trust to pay and apply the same to the persons, bodies, associations, and charities, and in the shares and proportions mentioned in her will, and to hold the ultimate residue (if any) upon trust to pay and apply the same in such manner as she might direct by any codicil to her will, and in default of such direction upon trust for the person or persons entitled under the Statute of Distributions. By a codicil dated the 26th of April, 1902, the testatrix bequeathed certain further specific legacies, and confirmed the provisions of her will in all other respects. The testatrix died in 1902 and Alfred Leader died in 1903. The fund representing the proceeds of the property bequeathed for the benefit of the Church of England Protestant Association (no such association in fact existing *eo nomine*) was claimed by the Church Association, the National Protestant Church Union, and the Protestant Reformation Society respectively, and by the next-of-kin in the event of the failure of the charitable gift.

Swinfen Eady, J., delivered judgment as follows: The legacies under this will are in part charitable and in part not, and the gift "to and for the benefit of the Church of England Protestant Association" is followed by further legacies in part charitable. The first question is whether any particular person or institution is intended to be described by the "Church of England Protestant Association," and is there any society which can be identified with it. It appears that there is not, and never has been, any society existing under that exact title, and of the three societies which have claimed, it does not appear that the testatrix during her lifetime took any specific interest in any one. I notice that the gift is "to or for the benefit of" generally, and not for a specific object or person. I think, therefore, that this is a good charitable bequest, and that the objects of all the three societies claiming are similar to those which the testatrix desired to promote. As the Attorney-General raises no objection, I think the fund is applicable *cy-près* for the benefit of all three societies, and should be divided amongst them. The costs to be paid out of residue.—Counsel, *W. R. Sheldon*; *F. H. Errington*; *J. S. Green*; *Eve*, K.C., *Ashton Cross*, and *J. Galey*; *W. Baker*; *R. J. Parker*, for the *Attorney-General*. Solicitors, *Wainwright & Co.*; *Bridges, Sawtell, & Co.*; *E. W. Fraser*; *Ray & Flower Ellis*.

[Reported by E. Wavell Ridges, Esq., Barrister-at-Law.]

Re **HUMAN. BERKELEY** *v.* **ROMANO.** Swinfen Eady, J. 2nd June.

Settlement—Gift to "Feme Sole" for Life—Remainder for All Her Children Living at Death of Settlor Who Shall Attain Twenty-one—Natural and Legitimate Children—Meaning of Word "Children."

This was the hearing of an adjourned summons to determine the question whether the legitimate child of Mrs. Human was entitled to the sole benefit of a settlement made by Alphonso Nicolino Romano upon her mother, Esperanza Emily Gower, a spinster (afterwards Mrs. Human), and ultimately for the benefit of her children, or whether the natural children of Mrs. Human by their reputed father, Nicolino Romano, were entitled to participate in the fund in court representing the property comprised in the settlement. It appeared that prior to the year 1887 Nicolino Romano cohabited with Emily Gower and was the reputed father of her three children. By an indenture of settlement made in the year 1887, and prior to the discontinuance of the cohabitation, the said Nicolino Romano assigned certain property to trustees for the benefit of the said Emily Gower for life, and after death in trust "for all the children of the said Emily Gower who shall be living at the time of the death of the settlor and who shall attain the age of twenty-one years in equal shares." In 1889 Miss Gower married Mr. Alfred Human, and as the result of that union a child, Ethel Human, was born in the year 1891. Mrs. Human died in 1898 and Nicolino Romano in 1901, the three natural children and Ethel Human being alive at the time of the latter's death. The estate of Nicolino Romano being administered by and under the direction of the court under an order dated the 10th of June, 1901, an originating summons was issued on behalf of the infant,

Ethel Human, by her father, Alfred Human, as next friend, to determine the question whether the natural children or the legitimate child of Mrs. Human were entitled to the fund in court representing the property comprised in the settlement of 1887. On behalf of the natural children it was contended that the manifest intention of the settlor was to benefit his reputed children and not Ethel Human, in whose welfare he could not possibly have any interest. On behalf of Ethel Human it was contended that the word children, according to the received legal meaning, could only apply to legitimate children, to the exclusion of natural children. On behalf of the executors of Nicolino Romano it was contended that the settlement of 1887, being in reality made in consideration of future cohabitation, was null and void, such consideration being an immoral one, and that the fund therefore fell into the residuary estate of Nicolino Romano.

SWINFEN EADY, J., held that the infant applicant, Ethel Human, was alone entitled to the fund in question contingently on her attaining twenty-one years, and allowed maintenance out of income at the rate of £15 per annum.—COUNSEL, *O. L. Clare; Eve*, K.C., and *P. F. Stokes; Hon. F. Russell*. SOLICITORS, *Fooks, Chadwick, & Co.; Harry Wilson*.

[Reported by E. WAVELL RIDGES, Esq., Barrister-at-Law.]

High Court of Justice.—King's Bench Division.

R. *v.* GRAHAM. Div. Court. 1st and 2nd June.

CORONER'S INQUEST—DEATH IN PRISON—INQUIRY INTO CAUSE OF DEATH—CORONERS ACT, 1887 (50 & 51 VICT. c. 71), ss. 3 (3), 4 (1).

This was the hearing of a rule *nisi* calling upon the coroner for the city of Durham to shew cause why a writ of *mandamus* should not issue to him to hold a fresh inquest, and a writ of *certiorari* to quash a verdict given by a jury at an inquest held by the coroner on a man named Hutcheson who died in prison. It appears that Hutcheson was sentenced to two months' imprisonment for assault on the 22nd of December by the magistrates at Sunderland, and died in prison. An inquest was held by the deputy-coroner and a verdict was returned that Hutcheson died from injury to the skull which had set up a large abscess in the brain, and that such injury had been occasioned before his admission to prison. His widow made a communication to the Home Office, with the result that the Attorney-General moved for this rule. The deputy-coroner made an affidavit that, there being no allegation that any person was liable to be dealt with for murder or manslaughter, neither the jury nor himself considered it necessary in the interests of justice to do more than they did, and there was an affidavit by the Director of Public Prosecutions to the effect that the injury from which the deceased died was probably not caused by a blow in self-defence. The coroner (Mr. Graham) shewed cause in person, and submitted that, an inquiry having been held by the magistrates, it was not necessary to inquire further. The facts contained in the affidavit by the Public Prosecutor were not before the deputy. In support of the rule it was contended that there was a great difference between an inquiry into an assault and an inquiry into the cause of death. The coroner's jury should have inquired into whether death had resulted from anything which had occurred before the deceased entered prison. The fact that the deceased met with the injury before he entered prison made no difference. Until the statements before the Public Prosecutor had been tested he was unable to decide whether a prosecution for manslaughter would follow. Counsel cited Hale's Pleas of the Crown, vol. 2, p. 60, and sections 3 (3) and 4 (1) of the Coroners Act, 1887.

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) made the rule absolute.

Lord ALVERSTONE, C.J.—I have, not without some hesitation, come to the conclusion this rule must be made absolute. No reflection is thereby cast on the coroner or his deputy. My judgment is solely based on the supreme duty of a coroner to inquire into the cause of death. When one looks at the document which was before the coroner when the inquest was called for, it is clear that it might well have appeared that the inquiry which was made was a sufficient inquiry. It appears to me that, on facts which were not brought forward at the time of the inquiry, cause has been shewn for the rule. I do not think, though, that the persons responsible for prosecution have any right to the assistance of a preliminary inquiry by the coroner in case there has been already a sufficient inquiry. But in this case it appears from the affidavit of the deputy-coroner that there was a suggestion of an affray. That being so, and there being, further, the medical evidence, there was a duty on the coroner to make some inquiry into the matter. The sections of the Coroners Act which have been cited shew that the coroner is under a duty to the public to inquire into matters further than the mere cause of death. It is on these public grounds that I think that the rule must be made absolute.—COUNSEL, *Sir R. Finlay*, A.G., and *Tatton*. SOLICITOR, *Solicitor to the Treasury*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

WEST RAND GOLD MINING CO. *v.* THE KING. Div. Court. 1st June.

PETITION OF RIGHT—TRIAL AT BAR—COMMANDEERED GOLD—RECEIPT FOR GOLD GIVEN BY TRANSVAAL GOVERNMENT—CLAIM TO ENFORCE FINANCIAL OBLIGATION AGAINST THE CONQUERING SOVEREIGN—DEMURRER.

Trial at bar. The proceedings were initiated by a petition of right in which the company claimed to recover from the Treasury £1,104, the value of gold seized at Vereeninging by the late Transvaal Republic while it was in course of transit from Johannesburg to Cape Town, and also £2,700, the value of gold belonging to the company seized by the same government while it was in the custody of the African Banking Corporation at Johannesburg. The officials of the republic gave sealed receipts for the gold at the time of the seizures, a week or so before the outbreak of the South African War. The case for the company was that by virtue of the conquest of the Transvaal by this country the British Government became liable to repay to the company out of the revenue of the state the value of the gold seized. The Crown lodged a demurrer to the petition of right on the ground that the matter in question was an act of state, and no claim could be entertained by any court in this country.

Lord ALVERSTONE, C.J. (who read the considered judgment of the court, consisting of himself and WILLS and KENNEDY, JJ.), said before dealing with the questions of law the court must not be taken as acceding to the view that the allegations in the petition disclosed a sufficient ground for relief. The petition appeared to them demurrable for the reason that it shewed no obligation of a contractual nature on the part of the Transvaal Government. For all that appeared in the petition the seizure might have been an act of lawless violence. The court did not assent to the plaintiffs' proposition that it was sufficient to allege what might be a ground of action if something else were added which was not stated. Upon all sound principles of pleading it was necessary to allege what must, and not what might, be the course of action, and unless the obligation alleged in the present instance arose out of contract, it was clear that no petition of right could be maintained. It was, however, desired by the Crown that they should deal with the case as if any necessary amendments had been made, and decide the question whether all the contractual obligations of a state annexed by Great Britain upon conquest were imposed as a matter of course, and in default of express reservation upon Great Britain, and could be enforced by British municipal law against the Crown by a petition of right. The court answered that question in the negative. It was contended for the plaintiffs, first, that by international law the sovereign of a conquered state was liable for the obligations of the conquered state. When making peace the conquering sovereign could make any conditions he thought fit respecting the financial obligations of the conquered country. Whatever were the opinions expressed by the authorities on international law, that court was of opinion that the proposition was inconsistent with the law as recognized for many years in the English courts, and therefore could not be supported. The second proposition—that international law formed part of the law of England—was only true in this sense, that whatever had received the common consent of civilised nations must have received the assent of this country, and might properly be called international law. But any doctrine so invoked must be one really accepted as binding between nations, and there must be evidence that such was the case. In their judgment this proposition failed also. In regard to the third proposition—that the claims of the company based upon the alleged principle that the conquering state was bound by the obligations of the conquered could be enforced by petition of right—no answer was or could be given. The court was of opinion that no right on the part of the company was disclosed by the petition, which could be enforced as against his Majesty in that or in any municipal court, and they therefore allowed the demurrer, with costs.—COUNSEL, *Lord Robert Cecil*, K.C., *Hamilton*, K.C., *Theobald Mathew*, and *A. M. Talbot; Sir R. B. Finlay*, A.G., and *Sutton*. SOLICITORS, *Walters, Johnson, Bubb, & Whatton; The Treasury Solicitor*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

RENTON *v.* KING. Div. Court. 5th June.

COUNTY COURT—PRACTICE—STATUTORY DEFENCE—"SUFFICIENT INDICATION"—COUNTY COURT RULES, 1903, X. 18.

Appeal by defendant from a decision of his Honour Judge Emden, sitting at the Gravesend County Court. The action was brought by a commission agent to recover from the defendant £100, money paid by him on account of the defendant and at his request. The defendant gave special notice of defence in these terms: "That the present action is null and void, and the defendant relies on the Gaming Act, 1845 (8 & 9 Vict. c. 109), s. 18." The learned judge held that the special defence raised did not avail the defendant, having regard to the decision in *Read* v. *Anderson* (13 Q. B. D. 779) as to the construction of section 18 of the Act of 1845. The defendant thereupon asked to amend his defence by adding after the words Gaming Act, 1845, as amended by the Gaming Act, 1892, but the judge declined to accede to the application. He accordingly, after hearing evidence, gave judgment for the plaintiff for the sum claimed. The plaint was issued on the 2nd of January, 1905, after the County Court Rules, 1903, came into operation. For the defendant the point was argued that where a statute directed that a particular cause of action should be null and void, a judge had no discretion, but was bound to enter judgment for the defendant, even although from some slip in the pleadings the particular statute relied on by the defendant at the trial was not pleaded. [On that point the court intimated that they were against the appellant.] Secondly, that even if the words "Gaming Act, 1845," did not include a defence given by the amending Act of 1892, yet a Gaming Act being cited, coupled with the particulars filed which shewed that the money claimed was in respect of a wagering debt, the defendant was entitled to succeed because he had "sufficiently indicated the nature of his defence" within the meaning of ord. 10, r. 18, of the County Court Rules, 1903, to raise the defence given by the Gaming Act, 1892, which was expressly passed in consequence of *Read* v. *Anderson* (*supra*). The ground of the decision in that case was that where a plaintiff had put himself in a position of responsibility (having made the bets in his own name, which he was bound to pay if he lost) at the request of the defendant, the law inferred that it was part of the bargain that the defendant would indemnify the plaintiff. [Lord ALVERSTONE, C.J.—The county court judge may have thought that the defendant would pay if the transaction came within *Read* v. *Anderson*, but would not pay if the bets were made with the plaintiff as principal.

In that case there would be a difference in the defence raised by the two statutes, but on that point we have no information.] For the plaintiff it was contended that the words in ord. 10, r. 18, "or otherwise sufficiently indicate the nature of the defence on which he relies," applied to special defences other than statutory defences. That if the plaintiff's right to recover money paid was to be defeated by the pleading of a statutory defence, the particular statute relied on must be pleaded.

THE COURT (Lord ALVERSTONE, C.J., and KENNEDY and RIDLEY, JJ.) held that as the defendant had set up a defence under a Gaming Act it would be taking too narrow a view if they construed the rule as meaning that it was absolutely necessary to specify the particular statute, provided, as was the case here, the statute that was intended to be relied on raised the same defence as the statute which was in fact set up. In their opinion the evidence shewed that the defendant had given "a sufficient indication of the nature of his defence," and was therefore entitled to judgment. Appeal allowed with costs accordingly.—COUNSEL, *Abel Thomas*, K.C., and *Knowles Rayson*; *Avory*, K.C., and *H. S. Simmons*. SOLICITORS, *Ward & Aplin*; *John J. Hands*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

THE PHŒNIX ASSURANCE CO. (LIM.) *v.* SPOONER. Bigham, J. 3rd June.

INSURANCE (FIRE)—COMPULSORY SALE OF INSURED PREMISES—FIRE AFTER "NOTICE TO TREAT"—SUBROGATION OF RIGHTS OF ASSURED—RIGHTS IMPAIRED.

Claim to recover the sum of £925. The defendant insured certain premises against fire with the plaintiffs. During the currency of the policy the P. Corporation desired to acquire the property, and by virtue of the powers of the Lands Clauses Consolidation Act they served on the defendant a notice to treat. Subsequent to the notice to treat, but before anything had been done under the notice, the premises were destroyed by fire. The plaintiffs paid to the defendant the sum of £925 for the loss thus incurred. The corporation and the defendant subsequently agreed the amount to be paid by the former on taking over the property of the latter pursuant to their notice to treat. In arriving at that amount the fact that the plaintiffs had paid to the defendant the sum of £925 was taken into account. The corporation agreed to indemnify the defendant against any claims brought by the plaintiffs. It was contended for the plaintiffs that their rights by subrogation had been prejudiced, the plaintiffs alleging that the defendant had, or, but for the defendant's wrongful act, would have, received from the corporation the £925 so taken into account, and that the money was, or would have been, money received by the defendant to the plaintiffs' use.

BIGHAM J., held that the corporation were not entitled to the benefit of the policy issued to the defendant. That contract was a personal contract with the defendant, and was nothing more than a promise to pay a sufficient sum to indemnify the defendant from loss sustained by fire. The contract was one of mere indemnity, and the plaintiffs were entitled, upon payment of the loss, to all the rights then vested in the defendant in respect of the destroyed property. One of those rights was a right to be paid by the corporation the value of the property as at the date of the notice to treat, which was prior to the fire. It was not legally possible for the defendant to deprive the plaintiffs of the benefit of that right by any agreement with the corporation. The risk of fire was the corporation's risk from the time of the notice to treat. Judgment for the plaintiffs.—COUNSEL, *Cohen*, K.C., and *Wood Hill*; *Foote*, K.C., and *Percival Clarke*. SOLICITORS, *Dawes & Sons*; *Crowders, Vizard, Oldham, & Co.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

WHITSUN VACATION, 1905.

NOTICE.

There will be no sitting in court during the Whitsun Vacation.

During the Whitsun Vacation, all applications "which may require to be immediately or promptly heard" are to be made to the Honourable Mr. Justice Warrington.

Mr. Justice Warrington will act as Vacation Judge from Saturday, the 10th of June, to Monday, the 19th of June, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers, on Friday, the 16th of June. On other days within the above period, applications in urgent matters may be made to his lordship by post, or, if necessary, personally.

In the case of applications to the Judge by post the brief of counsel should be sent addressed to the Judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Law Societies.

The Law Society.

NOTICE.

The annual general meeting of the members of the society will be held in the hall of the society on Friday, the 14th of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation, viz.: Mr. Henry Attlee, Mr. James Samuel Beale, Sir John Hollams, Mr. William John Humfrys, Mr. Charles Edward Mathews, Mr. Joseph Farmer Milne, Mr. Ebenezer John Bristow, Mr. William Edward Gillett, Mr. William Godden, Mr. Charles Stewart. So far as is known, with the exception of Mr. Charles Stewart, they will be nominated for re-election.

By order,

E. W. WILLIAMSON, Secretary.

Law Association for the Benefit of Widows and Families of Solicitors in the Metropolis and Vicinity.

The eighty-eighth annual general court was held at the Law Society's Hall, on the 30th of May, 1905, Mr. CHARLES BURT, one of the vice-presidents, being in the chair. Among those present were Mr. S. J. Daw (one of the treasurers), Mr. T. H. Gardiner, Mr. R. H. Peacock, and Mr. John Vallance (directors), and several members, including Messrs. E. J. Barron, R. E. Bruce Bond, R. H. Bentley, H. W. Carter, G. M. Davey, A. Gerald Smith, G. Murray Smith, H. Wilkins, and E. E. Barron (the secretary).

The directors' report and balance-sheet for the year ending the 20th of May, 1905, were submitted. After setting out the investments, the report states: The receipts of the association for the past year were as follows:

Dividends on investments	£1,335	6	0
Annual subscriptions	292	19	0
Donations	10	10	0
Total ...	£1,638	15	0
Life subscriptions	£126	0	0

The expenses of the year amounted to £259 9s. 9d., leaving a balance of £1,505 5s. 3d., which, with £511 0s. 3d. balance from 1904, made an available income for the year of £2,016 5s. 6d. Out of this the directors have distributed £546 5s. amongst 11 members, and £601 10s. 5d. amongst 34 non-members' cases, making the total relief granted £1,147 15s. 5d. The further sums of £300 Local Loans Stock and £200 India 3½ per cent. Stock have been purchased, costing £500 14s. 6d., and added to the investments previously held, and there remains a cash balance in hand of £367 15s. 7d. towards the expenditure of the current year.

Since the formation of the association in 1817 the amount of relief granted to members and their families is £76,969 17s. 6d., and to other London solicitors (non-members) and their families £15,588 12s. 5d., making a grand total of £92,558 9s. 11d.

With deep regret the directors have to report the deaths of the following members of the association: Mr. Alfred Charles Cronin and Mr. Richard Dawes, for many years directors; Sir Richard Henry Wyatt, Mr. Henry Mattock Burt, Mr. Mark Noble Battanshaw, Mr. Thomas Cave, Mr. Arthur Elley Finch, Mr. Henry Gibbon, Mr. James Smith Hepburn, Mr. John Morris, Mr. Gilbert Dyke Wansbrough, and Mr. John James Watts.

Thirty-three new members have joined the association during the past year, of whom twelve are life members, making a total number of 416 members, of whom 133 are life members.

Mr. DAW moved the adoption of the report after calling attention to the continued increase in the membership, both life members and annual subscribers, and the consequent increase in the association's funds, and also dwelt upon the increased claims on the association and assistance rendered during the past year.

After some remarks on the good work being done by the association from Mr. PEACOCK, who seconded the motion, the report and balance-sheet were unanimously adopted. The Lord Chief Justice was re-elected president, and the vice-presidents, board of directors, and other officers were re-appointed.

The London Solicitors' Golfing Society.

The annual dinner of this society was held at the Café Royal, Regent-street, on Wednesday, the 31st ult., when the chair was taken by the president of the society, Mr. THOMAS RAWLE (the President of the Law Society), and when forty-seven members and guests were present.

An excellent programme of music was supplied after the dinner by Miss Grainger Kerr and Mr. Kenna Lawson.

After the dinner, Mr. G. A. Riddell presented the society with a handsome challenge cup, which is to be called the "Riddell Challenge Cup," and is to be played for at the summer meeting of the society in every year.

The society's summer meeting will be held on the links of the Asnford Golf Club on Saturday, the 8th of July, when, in addition to Mr. Riddell's challenge cup, a handsome silver cup, presented by the president, will also be played for.

A very strong team will represent the society in the match against the Bar Golfing Society at Sandwich on the 17th inst., and a match is also to be played against the Actors' Golfing Society on the links of the Mid-Surrey Golf Club on Thursday afternoon, the 13th of July.

Legal News.

Appointment.

Sir ARTHUR COLLINS, K.C., has been elected Treasurer of Gray's-inn, in succession of the late Mr. H. C. Richards, K.C., M.P. Sir Arthur Collins was treasurer for the first time in the year 1883.

Changes in Partnerships.

The firm of Phelps, Sidgwick, & Biddle, of 22, Aldermanbury, London, has been dissolved as from the 31st of May last, by the retirement from the profession of Mr. Phelps, Mr. Sidgwick, and Mr. T. T. Phelps, and the remaining partners, Mr. Biddle, Mr. Gait, and Mr. E. D. Sidgwick, have been joined by Mr. E. G. THORNE and Mr. R. M. WELSFORD, who for several years have been in practice in partnership at No. 17, Gracechurch-street, E.C., and also by Mr. F. ARNOLD BIDDLE. The style of the new firm will be Biddle, Thorne, Welsford, & Sidgwick, and the practice will be continued at the above address.

Dissolutions.

JOHN TATHAM WARE and FRANCIS WARE, solicitors (H. J. Ware & Sons), York. Dec. 31. Mr. John Tatham Ware will carry on business at 1, New-street, York, and Mr. Francis Ware will carry on business at 6, New-street, York. [*Gazette*, June 2.

FREDERICK PAGE ROSE and CHARLES PAYNE HENNESSY, solicitors (Bloxam, Ellison, & Co), 1, Lincoln's-inn-fields. May 31. The said Charles Payne Hennessy has retired from practice, and the said business will be carried on under the same style by the said Frederick Page Rose and Clement Louis Borissow, M.A., who has been admitted into partnership.

General.

After a hearing lasting over three and a-half months, counsel's speeches were, says the *Daily Mail*, heard on Wednesday in the Bonmartini murder trial at Turin.

His Honour Judge Smyly, K.C., says the *Evening Standard*, made a complimentary reference at the Bow County Court this week to Mr. Haynes, solicitor, who is retiring after many years' practice. He had conducted cases before six successive judges in that court.

The *Daily Telegraph* says that Lord Lindley is about to resign his position as a law lord in the House of Peers, and it is stated that the present Attorney-General (Sir Robert Finlay) will probably be chosen to succeed him. [We believe the statement is based on a rumour circulating in the lobbies of the House of Commons.]

The coroners of England and Wales have, says the *Pall Mall Gazette*, decided by a considerable majority that the dignity of their office demands the wearing of official robes at inquests, whenever it may be found suitable and convenient. It was useless for Mr. Troutbeck, of Westminster, to contend that a more urgent necessity is the provision of proper buildings for the holding of inquests. The majority are determined upon the robes, referring to the council of their society the question of the robes' character. It must be something neat but not gaudy, no doubt; neither too flippant nor excessively lugubrious.

The following gentlemen have been declared duly elected to fill the twenty-four vacancies on the General Council of the Bar, viz.: Mr. Levett, K.C., Mr. Blake Odgers, K.C., Mr. Butcher, K.C., M.P., Mr. J. F. P. Rawlinson, K.C., Mr. Hammond Chambers, K.C., Mr. T. R. Hughes, K.C., Mr. R. F. Norton, K.C., Mr. Manisty, K.C., Mr. F. H. Mellor, K.C., Mr. L. Sanderson, K.C., the Hon. M. M. Macnaghten, the Hon. T. W. Mansfield, the Hon. R. W. Coventry, and Messrs. R. F. MacSwinney, H. D. Bonsey, W. Wills, A. P. Longstaffe, T. H. Wright, R. G. Seton, J. H. Murphy, A. W. Bainton, G. R. Northcote, J. F. W. Galbraith, and F. J. F. Lampard.

A Worcester member of the bar, says the *Central Law Journal*, unconsciously aided in the perpetration of a joke upon himself. The *Post* of that city says that a lawyer who had been retained as counsel by one of the prisoners at the Sumner-street jail, went to that institution the other morning, and before leaving his office he wrote on a piece of paper and hung on the outside door of his office, "At the Sumner-street jail; will return as soon as possible." Some wag passing through the corridor near the office saw the sign and added a few words to it The sign then read: "At the Sumner-street jail: will return as soon as possible, not less than six, nor more than nine months. Please wait."

The Attorney-General and Sir William Anson were, says the *Daily Mail*, on Saturday last motoring in the latter's car from Oxford towards Abingdon, when they were caught in a police trap. The owner, Sir William Anson—who was not driving—having given his name and address, his driver was allowed to proceed, and the case was tried before the local bench, a fine of £1 being imposed. A few days ago a well-known member and K.C. was caught in a police trap near Egham, and a few days later had to receive a deputation of his constituents protesting against motor-cars in general. His feelings—for the deputation was ignorant of the fact that their hon. member was to be summoned—may be better imagined than described. It is understood that his well-known eloquence and adroitness were severely tested when replying in the sympathetic vein usual on such occasions.

There is a tradition, says the *Central Law Journal*, that an Irish individual, named and entitled Hon. Dennis Quinn, used to dispense justice in the brown stone building at the corner of Centre and Chambers-street, New York. In an action for a breach of a contract of sale, it was meritoriously set up for the defendant that the case fell within the Statute of Frauds. "But," explained Dennis, "there is no fraud in this case." "Permit me," replies the counsel, "to quote the statute," and he proceeded to do so. "Yis," rejoined Dennis, "imported, as I have been given to understand, into our statute books from England, and calculated to disturb and shatter all confidence between man and man, as if a man couldn't make a lawful bargain, if, owing to the poverty of his parents, he hadn't learned to write. Sor, I overrule the Statute of Frauds. Niver plead it again in this court if you expect to be heard."

At Shoreditch County Court, on Wednesday, says the *Times*, before his Honour Judge Smyly, K.C., Miss Carroll sued Symonds' London Stores (Limited) for ten guineas damages, the value of a bicycle which she said she had won in a proverbs competition instituted by the defendants. The case was one of a very large number of similar cases. The invitation to compete began "Do you want a bicycle?" The plaintiff, after filling up six skeleton proverbs, was informed that, by her "skilfulness and promptness," she had become a winner of "the" prize. The evidence in this and several other cases was heard on the 30th of May, when the defendants pleaded that the plaintiff had only answered two of the six proverbs correctly, and was, therefore, only entitled to a £2 merchandize allowance of goods in a certain catalogue in which the cheapest article was priced three guineas. No evidence as to what version of the proverbs was authentic was given. His Honour, in the course of a written judgment, said that the defendants knew that but very few of the public would give the old world interpretations which they said were alone authentic, but their object was in every case to accept two of the proverbs as correct, and then inform each competitor that he was a winner in order to induce him to send 2s. 6d. Persons who received that intimation and remitted the money were not therefore entitled to believe that they had won a bicycle, but were entitled to one of the three classes of prizes offered. The whole scheme was misleading and dishonest, and every one was therefore, entitled, at least, to a return of the money he had sent. His Honour found that Miss Carroll had, in fact, been asked various questions, which would fairly lead her to infer that she had won a bicycle, and that created an estoppel against the defendants. He therefore gave judgment for her for ten guineas and costs. In other cases, in which estoppel was not raised against the defendants, he gave judgment for £2 and costs, as he thought that the defendants were not entitled to say that the £2 allowance was only to apply to goods above that value. The other actions against the defendant company were adjourned in order that the position of the defendants might be officially ascertained.

The Property Mart.

Sales of the Ensuing Week.

June 15.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Victoria Park: Four long Leaseholds, let at £114 8s. per annum. Solicitor, W. Corbett Goulding, Esq., London.—Mile End: Leasehold Shop and House, producing from weekly rents £75 8s. per annum. Solicitors, Messrs. Rubinstein & Co, London.—East Ham: Long Leasehold Dwelling-house, let at £33 16s per annum; lease 999 years. Solicitors, Messrs. Quicke & Card, London.—Ilford: Three long Leasehold Residences, rentals £36 per annum each. Solicitors, Messrs. Emanuel & Simmonds, London.—Shadwell: Leasehold Property, let at £156 per annum. Solicitors, Messrs. Harris, Chetham, & Cohen, London.—Poplar: Leasehold Dwelling-house, with Vacant Possession, value £45 per annum. Solicitors, Messrs. Layton & Webber, London.—Mile End-road: Double-fronted Shop and House; term 186 years, free from ground-rent. Solicitor, John Ashbridge, Esq., London. (See advertisements, June 3, p. viii.)

June 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To One-third of £2,515 15s 3d. New South Wales Three-and-a-half per cent. Stock; gentleman aged 85. Solicitors, Messrs. Wadeson & Malleson, London.

To a Trust Fund, value £840; lady aged 53. Solicitor, J. Armstrong, Esq., Walsall.

To One-third of £5,894 1s. 6d. Consols; gentleman aged 62; also an exactly similar Interest; in Two Lots. Solicitors, Messrs. Smalls & Barker, Buckingham.

To One-half of £1,440 Bombay and Baroda Railway Consolidated Stock; lady aged 70; also Share of Surplus Income. Solicitors, Messrs Law & Worssam, London.

To One-eighth of Consols, Metropolitan Stock, and Properties at Thornton Heath and Woolwich, value £15,600; and to One-thirty-second of Properties at Thornton Heath, Leyton, Hackney, &c., value £11,800; lady aged 66; also an exactly similar Interest; in Two Lots. Solicitors, Messrs. Lawrence, Graham, & Co., London.

To One-eleventh of £6,222 6s. 9d. India Three per cent. Stock; lady aged 61. Solicitors, Messrs. Lawrence, Graham, & Co., London.

To One-half of Leasehold Property at Redhill, value £3,000, together with Policy for £1,500; on attainment of age 23 by a gentleman aged 23. Solicitors, S. E. Williams, Esq., Broadstairs, Kent; Messrs. Dowson, Ainslie, & Martineau, London.

INTEREST IN POSSESSION in One-half of Freehold and Leasehold Property in Fulham and Leyton; also Life Interest of a gentleman, aged 54, in other Moiety and in Shares, &c.; the whole producing about £160 per annum, with policy. Solicitors, Messrs. Dixon & Hunt, London, and Messrs. Woodburn & Holme, Liverpool.

POLICIES for £2,000, £1,000, £600, £150. Solicitor, L. Weatherley, Esq., London.

Twenty-five Ordinary Shares of £10 each in Spalding & Hodge, Limited; Ten First Perpetual Debentures of £10 each in Impanide, Limited (Mineral Water Manufacturers).

(See advertisements, this week, back page.)

June 15.—Messrs. Stimson & Sons, at the Mart, at 2:—Minories: Freehold Premises, 24, Great Prescott-street, Leman-street, comprising houses of four floors and basement; with possession; rental value £140. Solicitor, H. H. Myer, Esq., London.—At the upset price of £800: Freeholds facing the entrance to the London Docks, covering an area of 2,000ft. Solicitors, Messrs. Duffield, Bruty, & Co., London.—Blackfriars: Freehold Properties—89, Blackfriars-road, let at £90 per annum. 91, Blackfriars-road, with possession. Freehold Warehouse in John-street West, Blackfriars-road, let at £40 per annum. Two Freehold Houses, let at 14s. each weekly. Freehold Premises, let at £40 per annum. Three Freehold Residences, let at £30 per annum each. 56, Nelson-square, let upon lease at £70. Peckham: Two Freehold Houses, with possession; important building site; area 9,260ft. Solicitors, Messrs. Robbins, Billing, & Co., London. Peckham: Freehold House and Shop, let on lease at £36 per annum. Freehold House, let weekly, producing £41 12s. per annum. Solicitors, Messrs. Spencer, Gibson, & Sons, London.—Upper Norwood: Detached Residence, near Gipsy-hill Station and the Crystal Palace, let at £75 per annum. Solicitors, Messrs. Emanuel & Simmonds, London. (See advertisements, June 3, p. vii.)

June 19.—Messrs. Weatherall & Green, at the Mart, at 2:—Freehold and Leasehold Properties. 37, Thurloe-place, let at £200 per annum. St. John's Wood: Leasehold Semi-detached Residences, let and producing £295 per annum. Chislehurst, Kent: Leasehold Semi-detached Residences, with possession, value £85 per annum each. East Grinstead, Sussex: self-contained Freehold and Residential Estate, 523 acres, mostly grass. Bucks: Little Farm, Combrook, 7¼ acres; 4 acres of Building Land at Langley; Harding's Farm, Iver, 53 acres; 10 acres of Building Land at Iver Heath; 13½ acres of Building Land in Iver Parish. (See advertisements, June 3, p. x.)

Court Papers.

Circuits of the Judges.

[The following is the complete Circuit Papers; the dates for the North Eastern Circuit (which were left blank in the paper published *ante*, p. 519) having been supplied.]

The following judge will remain in town: The Lord Chief of England, during the whole of the Circuits; the other judges till their respective commission days.

Notice.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1905.	Midland.	Oxford.	N. Eastern.	Northern.	Western.	S. Wales and Chester.	N. Wales Chester and Glamorgan.	S. Eastern.
Commission Days.	Wills, J. Lawrance, J.	Darling, J. A. T. Lawrence, J.	Grantham, J. Jelf, J.	Kennedy, J. Walton, J.	Ridley, J. Bigham, J.	Channell, J.	Phillimore, J.	Bucknill, J. Bray, J.
Wednesday May 24						Haverfordwest		
Saturday „ 27						Lampeter		
Monday „ 29							Newtown	Huntingdon
Tuesday „ 30						Carmarthen		
Wednesday „ 31								Cambridge
Thursday, June 1							Dolgelly	Friday, June 2
Saturday „ 3					Salisbury	Brecon		
Monday „ 5							Carnarvon	B.S. Edmunds
Wednesday „ 7						Presteign		Thurs., June 8
Friday „ 9					Dorchester			
Saturday „ 10						(End)	Beaumaris	Norwich
Tuesday „ 13		Reading					Ruthin	Wed., June 14
Thursday „ 15					Wells			
Friday „ 16	Aylesbury				Mon., June 19		Mold	
Saturday „ 17		Oxford						Chelmsford
Tuesday „ 20	Bedford						(End)	Wed., June 21
Wednesday „ 21					Bodmin			
Thursday „ 22		Worcester						
Friday „ 23	Northampton							Hertford
Monday „ 26					Exeter 2			Tues., June 27
Wednesday „ 28	Leicester	Gloucester						
Thursday „ 29				Appleby				Lewes
Saturday, July 1				Carlisle				Mon., July 3
Monday „ 3	Oakham				Winchester 2			
Tuesday „ 4	Lincoln							
Wednesday „ 5		Monmouth	Newcastle 2					
Thursday „ 6				Lancaster				
Saturday „ 8								Maidstone
Monday „ 10	Derby	Hereford			Bristol 2			Thursday 13
Tuesday „ 11				Manchester 2				
Wednesday „ 12			Durham 2					
Friday „ 14		Shrewsbury						
Saturday „ 15	Nottingham 2							
Monday „ 17					(End)	Chester 2		Guildford
Thursday „ 20		Stafford	York 2					Thursday 20
Friday „ 21	Warwick							
Monday „ 24						Swansea 2		(End)
Tuesday „ 25			Leeds 2					
Wednesday „ 28				Liverpool 2				
Thursday „ 29	Birmingham 2							
Saturday, Aug. 12	(End)	(End)		(End)		(End)		

Winding-up Notices.

London Gazette.—Friday, June 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Egyptian Cold Storage Syndicate, Limited—Creditors are required, on or before July 20, to send in their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury

Bagor House Mills Co, Limited—Petn for winding up, presented June 1, directed to be heard at the County Court House, Manor row, Bradford, on July 11, at 10 30. Slater & Co, Manchester, solors for petning creditor. Notice of appearing must reach the above-named not later than 6 o clock in the afternoon of July 10

Havard Bros, Limited (in Voluntary Liquidation)—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to Evan Isaac Phillips, High st, Bargoed, Glamorgan

Jacob Wrench & Sons, Limited—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to William Mcintosh Whyte, 11, Queen Victoria st. E F & H Landon, New Broad st, solors for liquidator

Lees & Harrison, Limited—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Richard Robson France, Greek st chmbrs, Leeds

Lewis & Pointon's Panification, Limited (in Liquidation)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Carmeley, Westwood Works, Peterborough

"M O L," Limited (in Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Thos. R. Martin, 31, Maiden ln, Covent gdn

Norman Coast Co, Limited Petn for winding up presented May 29, directed to be heard June 21. Hyman & Co, Guildhall chmbrs, Basinghall st, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 20

1903 Perkins Bacon Letterpress Co, Limited—Petn for winding up, presented May 25, directed to be heard June 21. Redfern & Hunt, Abchurch ln, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 20

Rabling & Co, Limited—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Herbert Marshall Lowry, Union st, Camborne. Daniell & Thomas, Camborne, solors for liquidator

Rambutan Syndicate, Limited—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Stanley Wickett, Station hill, Redruth. Daniell & Thomas, Camborne, solors for liquidator

Summercastle Bowling Club and Building Co, Limited—Creditors are required, on or before June 19, to send their names and addresses, and particulars of their debts or claims, to Charles Edward Lewis, 3, King st, Rochdale. Mills, Rochdale, solor for liquidator

London Gazette.—Tuesday, June 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Automobile Corporation, Limited—Petn for winding up, presented May 31, directed to be heard June 21. Ellis & Co, Portland House, Basinghall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20

Connemara Basket Industry, Limited—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Charles Stevenson, 9, Albert sq, Manchester. Innes, Manchester, solor for liquidator

East Murchison United, Limited—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Frank Charles Heley, 29, Copthall av

Economic Bank, Limited—Petn for winding up, presented May 30, directed to be heard June 21. Baker & Co, 85, Gresham st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20

Grover & Co (Bury St Edmunds), Limited—Petn for winding up, presented May 22, directed to be heard at the Shirehall, Bury St Edmunds, on June 20. Smith & Son, Verulam bldgs, Gray's inn, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 19

INVESTMENT GUARANTEE TRUST Co, LIMITED Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to J Albert Carlill, Land of Green Ginger, Hull. T & A Priestman, Hull, solors for liquidator

JOHN WRIGHT & Co (BIRMINGHAM), LIMITED Creditors are required, on or before July 8, to send in their names and addresses, and the particulars of their debts and claims, to William H Maxwell, Moseley rd, Birmingham

KLONDYKE CONTRACT SYNDICATE, LIMITED Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to James Elliott Park

PERUVIAN SUGAR ESTATES Co, LIMITED — Petn for winding up, presented May 26, directed to be heard June 21. Dixon & Co, Strand, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 20

SOUTHERN BRAZILIAN RIO GRANDE DO SUL RAILWAY Co, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to George von Chauvin and Charles Albert Sandon, 249, Gresham House, Old Broad st. Bischoff & Co, 64 Winchester st, solors for liquidators

TENNESSEE PIANOFORTE Co, LIMITED—Creditors are required, on or before July 18 to send their names and addresses, and the particulars of their debts or claims, to Alfred Henry Smith, 21a, Stoke Newington rd, Dalston. Roberts & Wrightson, Basinghall st, solors to the company

THOMAS WEBB & Co, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Henry George Thomas Davies, Bassishaw House, Basinghall st. Sugden & Harford, Ironmonger la, solors for liquidator

TRUSTEE INDUSTRIAL AND INVESTMENT CORPORATION, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Frederic Carter and Charles Hall, 2 and 3, West st, Finsbury circus

WOODMAN SANITARY PIPE AND BRICK Co, LIMITED—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Ingham Learoyd, Lancashire and Yorkshire Bank chmbrs, Halifax. Berry & Co, Huddersfield, solors for liquidator

Bankruptcy Notices.

London Gazette.—FRIDAY, June 2.

RECEIVING ORDERS.

AMBROSE, JABEZ, Cheshunt, Hertford, Nurseryman Edmonton Pet May 30 Ord May 30

ANGERER, THEODORE HERMAN, Cheapside, Fancy Linen Manufacturer High Court Pet May 31 Ord May 31

BROWN, JOHN HENRY, Newark, Notts Nottingham Pet May 30 Ord May 30

BRUCE, DAVID, Sedgley, Stafford, Baker Dudley Pet May 29 Ord May 29

CHEESEMAN, WALTER, Kingston upon Hull, Builder Kingston upon Hull Pet May 29 Ord May 29

CORPS, HARRY, Cullingworth, nr Bradford, Dairy Farmer Bradford Pet May 29 Ord May 29

DAVIES, DAVID, Hope, Salop, Farmer Newtown Pet May 17 Ord May 30

DE GRUCHY, THOMAS HAROLD, Leytonstone, Cycle Engineer High Court Pet May 13 Ord May 30

DIBDEN, GEORGE, Birmingham, Grocer Hanley Pet May 31 Ord May 31

DUCKER, JOHN, Kimberworth, Rotherham, York, Miner Sheffield Pet May 30 Ord May 30

EDWARDS, THOMAS, St Martin's, Salop, Butcher Wrexham Pet May 30 Ord May 30

ELSTON, FRED, Crediton, Boot Manufacturer Exeter Pet May 29 Ord May 29

EVANS, THOMAS, Cardiff, Joiner Cardiff Pet May 29 Ord May 29

GAMBLE, HENRY, Wirksworth, Derby, Grocer Derby Pet May 31 Ord May 31

GIBBS, JAMES, Great Barr, Warwick, Farmer Birmingham Pet April 13 Ord May 30

GOMPERS, EMANUEL, Upper st, Islington, Mantle Dealer High Court Pet May 30 Ord May 30

GREEN, EDWARD, and WILLIAM GREEN, Chesterfield, Coach Builders Chesterfield Pet May 30 Ord May 30

GREY, WILLIAM GEORGE, Darlington, Draper Stockton on Tees Pet May 23 Ord May 31

GRIFFEN, JOHN ROBERT, Peterborough, Brewer's Agent Peterborough Pet May 29 Ord May 29

HANGER, ELIZA, Kettering, Grocer Northampton Pet May 30 Ord May 30

HENDERSON, ARTHUR, Bruton, Somerset, Engineer Yeovil Pet May 2 Ord May 29

INRIG, ALEX GAVAN, Tottenham, Electrical Engineer Guildford Pet May 11 Ord May 30

JACKSON, GEORGE WILLIAM, Sunderland, Durham, Fishmonger Sunderland Pet May 19 Ord May 31

JAMES, THOMAS BRIDGSTOCKE, Rickmansworth, St Albans Pet May 10 Ord May 23

JENKINS, ROGER THOMAS, Bargoed, Glam, Insurance Agent Merthyr Tydfil Pet May 31 Ord May 31

JOHNSON, ELIZABETH, and ELLEN JOHNSON, Buxton, Wardrobe Dealers Stockport Pet May 29 Ord May 29

KEDDLE, ADELINE JENNETT, Gosforth, Grocer Newcastle on Tyne Pet May 27 Ord May 27

MAYDWELL, C W M, Devonport Plymouth Pet April 15 Ord May 29

MEREDITH, DAVID, Llanfair ar y bryn, Carmarthen, Farmer Carmarthen Pet May 30 Ord May 30

MICHELBACHER, MAGDALENA, Nottingham, Pork Butcher Nottingham Pet May 15 Ord May 30

MILLER, WILLIAM HENRY, jun, Portsmouth, Hants, General Dealer Portsmouth Pet May 29 Ord May 29

PAGE, SARAH JANE, Middlesbrough, Fish Merchant Middlesbrough Pet May 31 Ord May 31

PAGE, THOMAS, York, Grocer York Pet May 29 Ord May 29

PARKER, AMMON, Manningham, Electrical Wireman Bradford Pet May 29 Ord May 29

PAYNE, RICHARD, Southsea, Hants, Outfitter Portsmouth Pet May 29 Ord May 29

POLLARD, CHARLES, Commercial rd, Stepney, Timber Merchant High Court Pet May 29 Ord May 29

REYNOLDS, THOMAS, South Norwood, Surrey, Milliner Croydon Pet May 30 Ord May 30

RYDER, WILLIAM ABEL, Harringay, Auctioneer's Manager High Court Pet May 29 Ord May 29

SHERRIN, EDWIN, Martock, Somerset, Butcher Yeovil Pet May 31 Ord May 31

SUTCLIFFE, SELBY WILKINSON, Rochdale, Wine Merchant Rochdale Pet May 30 Ord May 30

TAYLOR, GEORGE, Aberkenfig, Glam, Ironmonger's Assistant Cardiff Pet May 30 Ord May 30

TAYLOR, JAMES, Bolton Bolton Pet May 30 Ord May 30

WHITAKER, CHARLES HERBERT, Middleton, nr Leeds, Farmer Leeds Pet May 30 Ord May 30

WILKINSON, SAM, Bradford, Butcher Bradford Pet May 30 Ord May 30

WILLIAMS, JOHN LLOYD, Menai Bridge, Anglesey, Bookkeeper Bangor Pet May 29 Ord May 29

RECEIVING ORDER RESCINDED.

DOUGLAS, PERCY SHOLTO, Marquis of Queensberry, Cliveden pl High Court Rec Ord Dec 30, 1903 Resc May 11, 1905

FIRST MEETINGS.

ANGERER, THEODORE HERMAN, Cheapside, Fancy Linen Manufacturer June 14 at 12 Bankruptcy bldgs, Carey st

BRIDGEMAN, J W, Deptford Licensed Victualler June 14 at 12.30 24, Railway app, London Bridge

BRINDLEY, ALBERT RICHARD, Hanley, Staffs, Watchmaker June 10 at 11.30 Off Rec, King st, Newcastle, Staffs

BRUCE, DAVID, Sedgley, Staffs, Baker June 19 at 11 Off Rec, 199, Wolverhampton st, Dudley

CORPS, HARRY, Cullingworth, Bradford, Dairy Farmer June 16 at 3 Off Rec, 29, Tyrrel st, Bradford

DALES, JAMES FREDERICK, Gt Grimsby, Fisherman June 13 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

DE GRUCHY, THOMAS HAROLD, Leytonstone, Cycle Engineer June 15 at 12 Bankruptcy bldgs, Carey st

DEYSDALE, JOHN WILLIAM, South Norwood, Surrey, Fibre Merchant June 14 at 11 Bankruptcy bldgs, Carey st

FARMER, FRANCIS, Ogmore Vale, Glam, Milk Vendor June 10 at 12 117, St Mary st, Cardiff

FRENCH, WILLIAM HENRY, and ERNEST FRENCH, Rugby, Confectioners June 10 at 10 30 Off Rec, 8, High st, Coventry

GOULD, FREDERICK JAMES, Stoneycroft, Liverpool, Grocer June 19 at 12 Off Rec, 35, Victoria street Liverpool

HARRIS, WILLIAM, Gloucester, Shopkeeper June 10 at 12 Off Rec, Station rd, Gloucester

HENDERSON, ÆNEAS, Radcliffe, Lancs, Medical Practitioner June 10 at 10.30 19, Exchange st, Bolton

JAMES, THOMAS BRIGSTOCKE, Harrow June 10 at 11.30 Off Rec, 14, Bedford row, London

JOHNSON, CELIA EMMA, Yorkley, nr Lydney, Grocer June 15 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon

KEDDLE, ADELINE JENNETT, Gosforth, Northumberland, Grocer June 10 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

MEMBERY, SYDNEY, Tipton, Fruiterer June 10 at 11.30 Off Rec, 199, Wolverhampton st, Dudley

MILLER, WILLIAM HENRY, jun, Portsmouth, General Dealer June 16 at 3 30 Off Rec, Cambridge junc, High st, Portsmouth

NAPPER, HENRY GEORGE Richmond, Surrey, Corn Merchant June 14 at 11 30 24, Railway app, London Bridge

PAGE, THOMAS, York, Grocer June 13 at 3 Off Rec, The Red House, Duncombe pl, York

PARKER, AMMON, Manningham June 16 at 2 30 Off Rec, 29, Tyrrel st, Bradford

PAYNE, RICHARD, Southsea, Outfitter June 16 at 2.30 Off Rec, Cambridge junc, High st, Portsmouth

POLLARD, CHARLES, Commercial rd, Stepney, Timber Merchant June 14 at 12 Bankruptcy bldgs, Carey st

READ, HENRY, Gt Grimsby, Journeyman Butcher June 13 at 11.30 Off Rec, St Mary's chmbrs, Gt Grimsby

ROGERS RICHARD, Plymouth, Carpenter June 13 at 11 Off Rec, 6, Athenæum ter, Plymouth

RYDER, WILLIAM ABEL, Harringay, Auctioneer's Manager June 15 at 12 Bankruptcy bldgs, Carey st

SEAGER, EDWIN ANGEL, Worthing, Confectioner June 22 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

SYDES, JAMES, Costessey, Norfolk, Commission Agent June 10 at 11.30 Off Rec, 8, King st, Norwich

TAYLOR, JAMES, Bolton, Grocer June 23 at 3 19, Exchange st, Bolton

WILKINSON, SAM, Bradford, Butcher June 16 at 3 30 Off Rec, 29, Tyrrel st, Bradford

WILKINSON, WILLIAM, Leonardgate, Lancaster, Stonemason June 10 at 11.15 Off Rec, 14, Chapel st, Preston

YOUNG, CHARLES, Yarlington, Somerset, Road Contractor June 13 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury

ADJUDICATIONS.

BROWN, JOHN HENRY, Newark, Notts Nottingham Pet May 30 Ord May 30

BRUCE, DAVID, Sedgley, Stafford, Baker Dudley Pet May 29 Ord May 29

CHEESEMAN, WALTER, Kingston upon Hull Builder Kingston upon Hull Pet May 29 Ord May 29

CORPS, HARRY Cullingworth, nr Bradford, Dairy Farmer Bradford Pet May 29 Ord May 29

DIBDEN, GEORGE, Birmingham, Grocer Hanley Pet May 31 Ord May 31

DUCKER, JOHN, Kimberworth, nr Rotherham, Miner Sheffield Pet May 30 Ord May 30

EDWARDS, THOMAS, St Martins, Salop, Butcher Wrexham Pet May 30 Ord May 30

EVANS, DANIEL, Brecon, Solicitor Merthyr Tydfil Pet May 7 Ord May 31

EVANS, THOMAS, Cardiff, Joiner Cardiff Pet May 29 Ord May 29

FLETCHER, ARTHUR MORLEY, Gt Winchester st High Court Pet Feb 14 Ord May 26

GAMBLE, HENRY, Wirksworth, Derby, Grocer Derby Pet May 31 Ord May 31

GOLDBLATT, HYMAN, Cambridge rd, Mile End High Court Pet May 2 Ord May 30

GREEN, EDWARD, and WILLIAM GREEN, Chesterfield, Coach Builders Chesterfield Pet May 30 Ord May 30

GRIFFIN, JOHN ROBERT, Peterborough Brewers' Agent Peterborough Pet May 29 Ord May 29

HOLTON, HENRY GLOVER, Portsmouth, Wholesale Provision Merchant Portsmouth Pet April 28 Ord May 27

JAMES, THOMAS BRIGSTOCKE, Harrow St Albans Pet May 10 Ord May 30

JENKINS, ROGER THOMAS, Bargoed, Glam, Insurance Agent Merthyr Tydfil Pet May 31 Ord May 31

JOHNSON, ELIZABETH, and ELLEN JOHNSON, Buxton, Wardrobe Dealers Stockport Pet May 29 Ord May 29

KEDDLE, ADELINE JENNETT, Gosforth, Grocer Newcastle on Tyne Pet May 27 Ord May 29

LEWIS, AUGUSTUS, Porthkerry, Glam Cardiff Pet April 26 Ord May 30

LIPSON, EVA, Sheffield, Cabinet Manufacturer Sheffield Pet April 28 Ord May 31

LONGDEN, ARTHUR EDWIN, Bristol, Building Contractor Bristol Pet May 12 Ord May 31

MCCOMBIE, CHARLES FIELD, St Duns'an's hill, Merchant High Court Pet April 28 Ord May 29

MAGGI, LAWRENCE, Cardiff, Boot Dealer Cardiff Pet April 28 Ord May 30

MEREDITH, DAVID, Llanfair ar y bryn, Carmarthen, Farmer Carmarthen Pet May 30 Ord May 30

MILLER, WILLIAM HENRY, jun, Landport, Portsmouth, General Dealer Portsmouth Pet May 29 Ord May 29

MITCHELL, HERBERT, Cheadle Hulme, Cheshire, Agent Stockport Pet April 7 Ord May 29

PAGE, SARAH JANE, Middlesbrough, Fish Curer Middlesbrough Pet May 31 Ord May 31

PAGE, THOMAS, York, Grocer York Pet May 29 Ord May 31

PARKER, AMMON, Manningham, Electrical Wireman Bradford Pet May 29 Ord May 29

PAYNE, RICHARD, Southsea, Outfitter Portsmouth Pet May 29 Ord May 29

PILLERS, ERNEST JAMES, Bristol, Solicitor Bristol Pet March 15 Ord May 31

POLLARD, CHARLES, Stepney, Timber Merchant High Court Pet May 29 Ord May 29

RYDER, WILLIAM ABEL, Harringay, Auctioneer's Manager High Court Pet May 29 Ord May 29

SEAGER, EDWIN ANGEL, Worthing, Confectioner Brighton Pet May 27 Ord May 27

SHERRIN, EDWIN, Martock, Somerset, Butcher Yeovil Pet May 31 Ord May 31

STONE, FREDERICK WILLIAM, Fishponds, Bristol, Labourer Bristol Pet May 22 Ord May 29

SUTCLIFFE, SELBY WILKINSON, Rochdale, Wine Merchant Rochdale Pet May 30 Ord May 30

TAYLOR, GEORGE, Aberkenfig, Glam, Ironmonger's Assistant Cardiff Pet May 30 Ord May 30

TAYLOR, JAMES, Bolton Bolton Pet May 30 Ord May 30

TOTTENHAM, RALPH GEORGE LOFTUS, Chelsea High Court Pet Feb 14 Ord May 25

WALLIS, CHARLES JAMES, Hastings, Boarding house Keeper Hastings Pet May 11 Ord May 27

WHITAKER, CHARLES HERBERT, Middleton, nr Leeds, Farmer Leeds Pet May 30 Ord May 30

WILKINSON, SAM, Bradford, Butcher Bradford Pet May 30 Ord May 30

WILLIAMS, JOHN LLOYD, Menai Bridge, Anglesey, Bookkeeper Bangor Pet May 29 Ord May 29

London Gazette.—TUESDAY, June 6.

RECEIVING ORDERS.

BARNES, WILLIAM HENRY, Hartlebury, Worcester, Market Gardener Kidderminster Pet June 1 Ord June 1

BOWTLE, BASIL, Wethersfield, Essex, Baker Chelmsford Pet May 31 Ord May 31

CARTER, GEORGE, Bournbrook, Birmingham, Coal Merchant Birmingham Pet May 29 Ord June 3

CLARKE, HERBERT, Bradford, Clogger Bradford Pet June 1 Ord June 1

CLAYTON, WILLIAM ARTHUR, Leeds, Physician Leeds Pet June 1 Ord June 1

COCKER, JOHN, Bury, Restaurant Keeper Bolton Pet June 1 Ord June 1

COWLISHAW, FREDERICK WILLIAM, Melksham, Wilts Path Pet May 31 Ord May 31

DENT, WILLIAM GEORGE, Burnley, Florist Burnley Pet June 2 Ord June 2

DODD, JOHN, Ladbroke, nr Southam, Farmer Warwick Pet May 31 Ord May 31

DUGAN, EMMA JANE, Thornbury, Bradford Dewsbury Pet May 31 Ord May 31

FIPPARD, BENJAMIN, North Finchley, Tobacconist Barnet Pet May 22 Ord June 1

FOWLER, THOMAS SAMUEL, Stratford, Building Contractor High Court Pet May 8 Ord June 2

GOODEARL, WILLIAM HENRY, Bolton, Cabinet Maker Bolton Pet June 1 Ord June 1

HALL, GEORGE, Bloxwich, Staffs, Builder Walsall Pet June 1 Ord June 1

HILDRED, WALTER PEARLEY, Kingston upon Hull, Builder Kingston upon Hull Pet June 3 Ord June 3

HOLGATE, FREDERICK, Calverley, Yorks, Painter Bradford Pet May 8 Ord June 1

HOPEWELL, FRANK HANDBY, Bridlington Scarborough Pet May 19 Ord June 2
JONES, HUBERT STANLEY HOWARD, Lambourne, Berks, Veterinary Surgeon Newbury Pet May 31 Ord May 31
KEELER, ALBERT ERNEST, Bristol Bristol Pet May 20 Ord June 2
MARRIOTT, GEORGE MATHEW, Loraine mans, Holloway rd, Sketch Artist High Court Pet June 3 Ord June 3
MULLISS, GEORGE HENRY, Ryde, I of W, Coachbuilder Newport Pet June 1 Ord June 1
PRATT, HENRY, Maidstone, Drill Instructor Maidstone Pet June 3 Ord June 3
PYBUS, GEORGE WILLIAM, Barmouth, Solicitor Aberystwyth Pet April 13 Ord June 2
RATCLIFFE, THOMAS, Bolton Bolton Pet June 3 Ord June 3
REDFERN, JOSEPH, Gainsborough, Labourer Lincoln Pet June 1 Ord June 1
RUSSELL, FREDERICK HENRY, Manchester Manchester Pet May 11 Ord June 1
SHAW, FRED, Kingston upon Hull, Electrical Contractor Kingston upon Hull Pet June 1 Ord June 1
SOMERS, JOSEPH VINCENT USHER, Longford, Derby, Medical Practitioner Burton on Trent Pet June 3 Ord June 3
STOBIE, WILLIAM ALEXANDER, Upper Norwood, Surrey, Librarian Croydon Pet June 3 Ord June 3
THE IPSWICH HIPPODROME Co, Ipswich Ipswich Pet April 18 Ord May 30
WALTERS, GEORGE, Runcorn, Chester, Greengrocer Warrington Pet June 1 Ord June 1
WEBSTER, WILLIAM DOWNING, Gt Russell st High Court Pet May 19 Ord June 1
WHITE, JACK, Gt Grimsby, Butcher's Manager Gt Grimsby Pet June 1 Ord June 1
WHITEHOUSE, WILLIAM HENRY, Leeds, Fruiterer Leeds Pet June 2 Ord June 2
WILSON, F, East Ham, Builder High Court Pet May 12 Ord June 1
WOODCOCK, THOMAS SWAN, Stratford, Auctioneer High Court Pet June 2 Ord June 2

FIRST MEETINGS.

AMBROSE, JABEZ, Cheshunt, Hertford, Nurseryman June 15 at 12 Off Rec, 14, Bedford row
BOND, ALFRED, Sheffield, Ironmonger June 15 at 12.30 Off Rec, Figtree ln, Sheffield
BURGIS, CHARLES COLES, Abingdon, Berks, Grocer June 15 at 12 1, St Aldates, Oxford
CARR, ARTHUR THOMAS, Birmingham, Solicitor June 15 at 11 191, Corporation st, Birmingham
CLARKE, HERBERT, Bradford, Clogger June 19 at 3.30 Off Rec, 29, Tyrrel st, Bradford
CLAYTON, WILLIAM ARTHUR, Leeds, Physician June 16 at 11.30 Off Rec, 22, Park row, Leeds
COCKER, JOHN, Bury, Restaurant Keeper June 22 at 3 19, Exchange st, Bolton
CRAVEN, THOMAS, Morriston, Swansea, Hairdresser June 15 at 12 Off Rec, 31, Alexandra rd, Swansea
DIBDEN, GEORGE, Birmingham, Grocer June 15 at 2.30 North Stafford Hotel, Stoke on Trent
DODD, JOHN, Ladbroke, Warwick, Farmer June 19 at 11.30 Off Rec, 8, High st, Coventry
DUCKER, JOHN, Kimberworth, near Rotherham, Miner June 15 at 12 Off Rec, Figtree ln, Sheffield
DUGAN, EMMA JANE, Thornbury, Bradford June 14 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
EDWARDS, THOMAS, St Martin's, Salop, Butcher June 14 at 12 Crypt chmbrs, Eastgate row, Chester
ELSTON, FRED, Crediton, Boot Manufacturer June 15 at 10.30 Off Rec, 9, Bedford circus, Exeter
EVANS, THOMAS, Cardiff, Joiner June 14 at 11 117, St Mary st, Cardiff
FOWLER, THOMAS SAMUEL, Stratford, Building Contractor June 15 at 11 Bankruptcy bldgs, Carey st
FOWLER, VINCENT, Swindon, Grocer June 16 at 11 Off Rec, 38, Regent circus, Swindon
GARDNER, DAVID BOTTRILL, Copthall bldgs, Accountant June 16 at 2.30 Bankruptcy bldgs, Carey st
GILMAN, HERBERT, Nottingham, Joiner June 16 at 11 Off Rec, 4, Castle st, Park st, Nottingham
GOMPERS, EMANUEL, Upper st, Islington, Mantle Dealer June 16 at 12 Bankruptcy bldgs, Carey st
GOODEARL, WILLIAM HENRY, Bolton, Cabinet Maker June 23 at 3.30 19, Exchange st, Bolton
HACKETT, SAMUEL, Stapleford, Notts, General Decorator June 16 at 12.30 Off Rec, 47, Full st, Derby
HENDERSON, ARTHUR, Bruton, Somerset, Engineer June 15 at 1.15 Off Rec, City chmbrs, Catherine st, Salisbury
HILL, DEXTER, Gt Dalby, Leicester, Blacksmith June 15 at 12 Off Rec, 1, Berridge st, Leicester
HOLGATE, FREDERICK, Calverley, Yorks, Painter June 19 at 3 Off Rec, 29, Tyrrel st, Bradford
HUMPHRISS, EDWARD, Uttoxeter, Staffs, Dairyman June 16 at 11 Off Rec, 47, Full st, Derby
JENKINS, ROGER THOMAS, Bargoed, Insurance Agent June 14 at 12 135, High st, Merthy Tydfil
JONES, JOHN, Blaengarw, Glam, Collier June 15 at 3 117, St Mary st, Cardiff
JONES, THOMAS REES, Ystradgynlais, Brecon, Colliery Labourer June 15 at 12.30 Off Rec, 31, Alexandra rd, Swansea
KEMP, THOMAS, Newport, Mon, Colliery Agent June 16 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
KINGSTON, THOMAS, Willenhall, Stafford, Wholesale General Dealer June 15 at 12 Off Rec, Wolverhampton
LEWIS, AUGUSTUS, Porthkerry, Glam June 15 at 11 117, St Mary st, Cardiff
MAGGI, LAWRENCE, Cardiff, Boot Dealer June 16 at 12 117, St Mary st, Cardiff
MORGAN, MORGAN JOHN, Boverton, nr Cardiff, Builder June 15 at 12 117, St Mary st, Cardiff
PAGE, SARAH JANE, Middlesbrough, Fish Curer June 16 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
RANFT, JACOB, Neath, Draper June 15 at 11.30 Off Rec, 31, Alexandra rd, Swansea
REDFERN, JOSEPH, Gainsborough, Labourer June 22 at 12 Off Rec, 31, Silver st, Lincoln
ROSKILLY, CHARLES, Brighton, Hotel Proprietor June 22 at 3 Off Rec, 4, Pavilion bldgs, Brighton
SHAW, ALBERT EDWARD, Rugeley, Stafford, Jeweller June 19 at 11.45 Swan Hotel, Stafford
SHEPPARD & Co, G L, Bournemouth, Builders June 17 at 11.30 Off Rec, Midland chmbrs, High st, Southampton
SMITH, ALFRED KERSEY, Cheltenham, Clothier June 21 at 11.15 County Court bldgs, Cheltenham
SMITH, CHARLES HENRY, Kingston upon Hull, Fish Merchant June 15 at 11 Off Rec, Trinity House ln, Hull
SMITH, GEORGE, Roylestone, Derby, Carter June 16 at 11.30 Off Rec, 47, Full st, Derby
SMITH, WILLIAM EDWARD, Gloucester, Baker June 17 at 12 Off Rec, Station rd, Gloucester
SUTCLIFFE, SELBY WILKINSON, Rochdale, Wine Merchant June 20 at 11.15 Townhall, Rochdale
TAYLOR, HARRY PERCY, Mansfield, Notts, Surgeon Dentist June 15 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
THE IPSWICH HIPPODROME Co, Ipswich June 14 at 10.30 Off Rec, 36, Princes st, Ipswich
WALLIS, CHARLES JAMES, Hastings, Boarding House Keeper July 4 at 11.30 County Court Offices, 24, Cambridge rd, Hastings
WEBSTER, WILLIAM DOWNING, Gt Russell st June 15 at 11 Bankruptcy bldgs, Carey st
WHITAKER, CHARLES HERBERT, Middleton, Leeds, Farmer June 16 at 11 Off Rec, 22, Park row, Leeds
WHITEHOUSE, WILLIAM HENRY, Leeds, Fruiterer June 16 at 12 Off Rec, 22, Park row, Leeds
WILKINSON, AMOS, Newport Pagnell, Bucks, Veterinary Surgeon June 14 at 12 Off Rec, Bridge st, Northampton
WILLIAMS, JOHN DONOVAN, Kingston upon Hull June 14 at 11 Off Rec, Trinity House ln, Hull
WILSON, F, East Ham, Builder June 16 at 11 Bankruptcy bldgs, Carey st
WOODBERRY, FREDERICK, WILLIAM, Bilston, Baker June 15 at 11.30 Off Rec, Wolverhampton
WOODCOCK, THOMAS SWAN, Stratford, Auctioneer June 16 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BARNES, WILLIAM HENRY, Hartlebury, Worcester, Market Gardener Kidderminster Pet June 1 Ord June 1
BOWYER, BASIL, Wethersfield, Essex, Baker Chelmsford Pet May 31 Ord May 31
CALDER, JOHN JOHNSTONE, Chandos st, Charing Cross, Licensed Victualler High Cross Pet April 19 Ord June 2
CARTER, GEORGE, Bournbrook, Birmingham, Coal Merchant Birmingham Pet May 29 Ord June 3
CLARKE, HERBERT, Bradford, Clogger Bradford Pet June 1 Ord June 1
CLAYTON, WILLIAM ARTHUR, Leeds, Physician Leeds Pet June 1 Ord June 1
COCKER, JOHN, Bury, Restaurant Keeper Bolton Pet June 1 Ord June 1
DENT, WILLIAM GEORGE, Burnley, Florist Burnley Pet June 2 Ord June 2
DODD, JOHN, Ladbroke, nr Southam, Farmer Warwick Pet May 31 Ord May 31
DUBOIS, FANNY, Gloucester rd, Kensington, Dressmaker High Court Pet May 8 Ord May 30
DUGAN, EMMA JANE, Thornbury, Bradford Dewsbury Pet May 31 Ord May 31
EDMONDS, PAUL NETTLETON, Stroud, Glos, Cloth Merchant Gloucester Pet May 12 Ord June 3
GOODEARL, WILLIAM HENRY, Bolton, Cabinet Maker Bolton Pet June 1 Ord June 1
HALL, GEORGE, Bloxwich, Staffs, Builder Walsall Pet June 1 Ord June 1
HILDRED, WALTER SEARBY, Kingston upon Hull, Builder Kingston upon Hull Pet June 3 Ord June 3
JACKSON, GEORGE WILLIAM, Sunderland, Fishmonger Sunderland Pet May 19 Ord June 2
LEWIS, WILLIAM, Gt Winchester st, Accountant High Court Pet March 24 Ord June 3
MARRIOTT, GEORGE MATHEW, Loraine mans, Holloway rd, Sketch Artist High Court Pet June 3 Ord June 3
MORGAN, MORGAN JOHN, Boverton, nr Cardiff, Builder Cardiff Pet May 22 Ord June 2
MULLISS, GEORGE HENRY, Ryde, I of W, Coachbuilder Newport Pet June 1 Ord June 1
PRATT, HENRY, Maidstone, Kent, Drill Instructor Maidstone Pet June 3 Ord June 3
RATCLIFFE, THOMAS, Bolton Bolton Pet June 3 Ord June 3
REDFERN, JOSEPH, Gainsborough, Labourer Lincoln Pet June 1 Ord June 1
REYNOLDS, THOMAS, South Norwood, Milliner Croydon Pet May 30 Ord June 3
RUSSELL, FREDERICK HENRY, Manchester Manchester Pet May 11 Ord June 2
SHAW, FRED, Kingston upon Hull, Electrical Contractor Kingston upon Hull Pet June 1 Ord June 1
SOMERS, JOSEPH VINCENT USHER, Longford, Derby, Medical Practitioner Burton on Trent Pet June 3 Ord June 3
WALTERS, GEORGE, Runcorn, Chester, Greengrocer Warrington Pet June 1 Ord June 1
WHITE, JACK, Great Grimsby, Butcher's Manager Great Grimsby Pet June 1 Ord June 1
WHITEHOUSE, WILLIAM HENRY, Leeds, Fruiterer Leeds Pet June 2 Ord June 2
WOODCOCK, THOMAS SWAN, Leytonstone rd, Stratford, Auctioneer High Court Pet June 2 Ord June 2

Amended notice substituted for that published in the London Gazette of May 2:

WADE, MARGARET ENID, Trefriw, Carnarvon, Licensed Victualler Portmadoc Pet April 26 Ord April 27

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

URBAN, CHARLES, Rupert st, Piccadilly, Animated Picture Film Manufacturer High Court Rec Ord Aug 27, 1903 Adjud Dec 21, 1903 Rese and Annul June 1, 1905